

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

**Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; DD Superintendent, Dr. David Uhl; Clerk of Courts, Branden Meyer; JFS Director, Corey Clark; Economic Development Specialist, Anthony Iachini; Treasurer, Jim Bahnsen; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; and Sheriff's Deputy, Kevin Romine. Also in attendance: Sue Mazzarini, Jo Price, Butch Price, Lisa Thomas, Julie Hoover, Sherry Pymmer, Frank Martin, Barb Martin, Jim Candy, Bill George, Jeff Schwartz, Chuck Reedy, Karen Reedy, Judy Zollinger, Angela Centofanti, Randy Lowe, Bryan Everitt, Bob Slater II, Becky Schaade, Selina McCord, James Uhl, Krystal Ortman, Sandy Uhl, Randall Hunt, Eric Royer, Allison Barrick, Greg Butcher, Randall Lowe, Michael Connor, Jerry Starner, Scott Donaldson, Kirk Washburn, and Melissa Hoover.

Virtual attendees: Colleen Cook, Beth Cottrell, Shannon, Toni Ashton, Vince Carpico, Jessica Murphy, Tiffany Daniels, Jeanie Wears, Greg Forquer, Deborah, Shelby Hunt, Bill, Jennifer Morgan, Jeff Barron, Park Russell, Nathan Painter, Lynette Barnhart, Ashley Arter, SXH2, Brandy Marshall, Nicole S., Tony Vogel, Brian Wolfe, Karshner, Josh Horacek, and Joe Ebel.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance.

**Interview for Board of Developmental Disabilities, Angela Centofanti**

Ms. Centofanti explained her interest in serving on the Board of Developmental Disabilities. Ms. Centofanti has a law degree and has been involved with fundraising and advocacy in the Autism community.

Commissioner Fix asked if she could commit to the time requirements.

Ms. Centofanti replied that she is busy but believes that busy people get things done. Her children are older, allowing her to have more available time. She added that she chose to live in Fairfield County because of the community and resources here.

**Interview for Board of Developmental Disabilities, Becky Schaade**

Ms. Schaade stated that she is interested in serving on the Board of Developmental Disabilities (DD) largely because of the partnership between the Library and DD. She would like to help expand those partnerships.

Commissioner Davis asked Becky if she is currently serving on other boards.

Ms. Schaade stated she also serves on the United Way of Fairfield County and the Rotary of Lancaster boards. She has several boards and organizations she is no longer committed to, allowing more time to commit to the DD board.

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

Commissioner Davis stated that he and Ms. Schaade both serve on the United Way board, but he does not foresee that becoming a conflict of interest.

Commissioner Levacy asked Ms. Schaade to state an asset that she would bring to the Board of DD.

Becky stated she is very community minded and understands the intricacies of levy funded organizations.

Commissioner Fix asked if there would be a conflict between the boards she serves on currently if she were to be appointed to the Board of DD.

Ms. Schaade replied that she does not think it would ever become an issue but understands that she would need to abstain herself if that became the case.

**Interview for Board of Developmental Disabilities, Scott Donaldson**

Mr. Donaldson stated that he moved to Lancaster in 2010 and is a registered nurse. He works in hospice care with patients and families at the most delicate part of their life. He wishes to serve people with disabilities and has a child who attends Forest Rose School and a family member with developmental disabilities.

Commissioner Davis recalled how the Commission once had to persuade people to serve on a board, but now have a competitive process.

Mr. Donaldson stated that he believes that people who want to serve should not see the process as a competition but rather a mutual desire to make an impact on their community.

Commissioner Levacy asked Mr. Donaldson to speak about his strengths.

Mr. Donaldson replied that he works within a budget, provides quality services to people, and does what he says he is going to do.

Commissioner Fix stated his appreciation for Mr. Donaldson's service as a hospice nurse.

**Interview for Board of Developmental Disabilities, Jason Booth**

Mr. Boothe stated that he is the CEO of the YMCA and has been in Lancaster since 2022. He enjoys impacting people's lives through the YMCA and wishes to impact lives in other ways. He added that he has the time to dedicate to the Board of DD.

Commissioner Davis stated he has served on many boards and the commonality is that boards and directors have a relationship based on who runs the agency. He asked for Mr. Booth's opinion on the matter.

Mr. Booth replied that staff should handle the day to day and drive the mission, and the board should be there in an advisory capacity to step in when needed. He thinks he would provide an outside perspective to the Board of DD.

Commissioner Levacy stated he believes Mr. Booth has done a wonderful job with the YMCA and thanked him for his willingness to serve.



**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

Commissioner Fix asked if Mr. Booth could foresee any conflicts with partnerships at the YMCA and the Board of DD.

Mr. Booth stated he does not but would recuse himself if that ever became the case.

Commissioner Fix recalled a previous meeting where applicants were interviewed and stated that today's applicants were very similar in that he was very moved by their diverse backgrounds and interest in serving.

**Public Comments**

Melisaa Connor asked all those in opposition of the Eastern Cottontail solar project to stand.

Sue Mazzarini spoke of an interaction she had with the Board of Elections regarding how they handle non-resident voters. She stated that her inquiries led to her being dismissed as a poll worker and added that she has notified the Secretary of State.

Selina McCord of Millersport asked that the Commissioners be in unison with the Citizens for Fair Fields in their fight against solar energy farms. She wishes urban areas would stay urban and thinks the development of solar energy farms disrupts the farming community. She does not believe this is the type of growth the county needs.

Krystal Ortman of Thornville stated that she does not want solar energy projects to come to Fairfield County.

Bill Yates, a Walnut Township Trustee, stated he has been working on zoning with the county. He was originally going to serve on the Power Siting Board as an Ad Hoc member but has asked someone else to serve so that he can speak out against it. He stated his concern regarding the loss of jobs and students in his community.

Sherry Pymer spoke in opposition to the Eastern Cottontail solar project and provided an article which is available in the minutes.

Pastor Jim Condry of Millersport does not believe solar projects will benefit the county since the energy is to be exported. He would like to see more people move to the community and is concerned about the future of the area if the projects are approved.

Commissioner Davis stated that he wishes he could take a stance but cannot until the hearing proceedings are conducted. He listens to and understands the frustration of those opposed to the proposed solar project.

**Legal Update**

Amy Brown-Thompson stated that the civil team would be taking monthly shifts at the Commissioners' meetings due to workload and staffing. She added that the Prosecutor's Office is very busy.

Commissioner Davis is aware of how hard the civil team works and gave his deep appreciation for all they do.

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

**County Administration Update**

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.*

**Week in Review**

*Severe Winter Weather Event*

Thank you to the County Facilities, Utilities, and Engineer's offices for their outstanding work in clearing the roads and county properties. In addition, thank you to all essential personnel, especially the Sheriff's Office for their commitment to serving the public during the hazardous weather.

*Type II Expedited Annexation*

On the agenda is a Type II Expedited Annexation of 151.9 +/- Acres from Violet Township to the City of Pickerington with the Agent for the Petitioner, Nathan Painter of Painter & Associates. Assistant Prosecutor, Amy Brown Thompson, has some outstanding questions regarding the annexation and add added that she would pose those questions to Mr. Painter who is joining the meeting on-line.

Ms. Brown-Thompson stated that she had some concerns about the proposed annexation due to some outstanding corrections that had not been made during the review process. She added that there had been correspondence between the firm and county departments that had conducted a review of the petition. The biggest thing the county had noted was that there was a property owner listed on the petition that was not listed as an adjacent property owner. The county had also requested an updated legal description and had not received it.

Nathan Painter of Painter & Associates stated that the firm had sent the corrected items. He added that a Homeowners Association was not part of the petition even though they had once been a property owner.

Ms. Brown-Thompson stated that it was necessary to address the issues brought up by the GIS department and the Engineer before formally approving the annexation.

Clerk Menningen stated that she had received the updated signatures but had not received an updated legal description from the surveyor as Painter and Associate indicated would occur.

Commissioner Fix asked Ms. Brown-Thompson if she was comfortable approving the annexation considering everything they had discussed.

Ms. Brown-Thompson was satisfied with the answers provided by Painter & Associates.

Mr. Painter stated he would instruct his office to send over the updated survey.

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

*Threshold for Competitive Bidding and Administrative Approvals*

Competitive Bidding and Administrative Approval Thresholds increased 3% on January 1, 2025, from \$75,000.00 to \$77,250.00. Fairfield County resolutions 2023-10.10.a and 2021-11.23.b confer contracting and financial authority to the County Administrator as allowed by R.C. 305.30; and R.C. 9.17 addresses the threshold for competitive bidding.

*Public Records Request*

The Fairfield County Commissioners' Office received and processed 88 Public Records Requests in 2024. The average response time for records retained by the Commissioners' office was just under half a day.

*Fairfield Area Humane Society (FAHS) Request for Funding*

Humane Society Director, Corey Schoonover, reached back out after his July presentation to the Board to request consideration of providing funding for his expansion project. Specifically with costs related to site development for the project. Mr. Schoonover stated that he generally does not ask for help with expansion, but with this being a new site rather than an add on to the existing building there were additional costs not required in our previous projects. He provided a list of costs, along with the original estimates, and his request for your consideration. He also stated that although there have been some cost increases, he is sticking with his original request.

Total site development costs are \$123,416. FAHS is requesting consideration in assisting with site development costs in the amount of \$61,708. All other improvements to the site, with any overages on estimates above, will be covered by FAHS. Total project budget is currently estimated at \$375,000.

Commissioner Davis stated he believes the county has provided sufficient funding to FAHS in the budget related to other activities.

Commissioners Fix and Levacy concurred.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 39 resolutions on the Regular Agenda for the voting meeting. There will also be a resolution walked on from the floor for your consideration. The 40th resolution is for invoices which are more than the Administrative Approval threshold. We typically have this resolution on the agenda, but due to the level 3 Snow Emergency, the Auditor's office was unable to prepare the invoice list for the resolution. Also, there were 3 Resolutions on the Reorganization Meeting Agenda, and due to resolution numbering, the resolutions on the regular agenda will begin with 2025-01.07.d.

Resolutions of note:

- We have a resolution to appoint Shawn Rinehart as the county's apiarist for 2025.
- We have a resolution for the 2025 agreement with Krile Communications.

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

- We have a resolution amending resolution 2024.12.10.c. The December resolution incorrectly listed the fiscal agent for one of the Meals on Wheels grant recipients.
- A resolution rescinding resolution 2024-12.10.n. The resolution approved a contract with Steed Hammond Paul, and the contract needs some additional items before being approved.
- A resolution of necessity for the 2025 DD levy renewal.
- A resolution authorizing an allocation for the 2025 Fairfield County Area Humane Society and for the Municipal Court.
- A resolution authorizing the County Administrator to approve agreements and documents for the PY2024 CDBG grants.
- There are 5 Permission to Travel resolutions from the Auditor, the Clerk of Courts, the Engineer, the Recorder, and the Treasurer. These resolutions grant the elected officials and their staff permission to travel to attend conventions and meetings pursuant to R.C. 325.20.
- There is a resolution from Economic Development to approve a Community Reinvestment Area agreement with Basil Western Logistics, LLC.
- A resolution from the Engineer's Office to establish a "no parking zone" at the Hill Road and Waterloo Road intersection. Cars that are parked along the southeast and southwest corners of this intersection are creating traffic issues for northbound drivers on Waterloo Road.
- Another resolution from the Engineer's Office is for a change order for the Refugee Road Intersection Safety Improvements project. This is the fourth change order and accounts for increased quantities of items being used.
- A resolution from facilities for an agreement with McDaniels Construction for a security barrier at the Sheriff's Office and jail.
- A resolution from Regional Planning for a change order for the Otte Park CDBG PY2022 project in Pleasantville. This change order will allow for a new completion date and for the purchase of the additional materials needed.
- A resolution from the Sheriff's Office to approve an agreement with Trinity Services Group for food services for inmates at the jail.
- Community Action has submitted two resolutions. One for the 2025 CFLP contract for recycling services and education and one to authorize a Community Housing and Preservation Program mortgage for Genna Miller.

Randall Hunt stated that the Home Rehab is ready to go to construction, and three others are close to construction.

**Budget Review**

Deputy County Administrator, Jeff Porter stated that 2024 ended with the Fairfield County Health Benefit plan in a healthy position. Plan design and employee co-pay changes resulted in the plan in a break-even position in the self-funded insurance account at the end of 2024. He also indicated that the internal stop-loss fund ended 2024 in a positive position.



**Regular Meeting #1 - 2025  
Fairfield County Commissioners' Office  
January 7, 2025**

Commissioner Davis stated he had not seen the final investment revenue number.

Auditor Brown stated it was over 9.1 million and was higher than the estimate by over \$400,000.

Commissioner Davis asked if that was due to the county buying down the debt. Treasurer Bahnsen stated that it was due to the bond swap.

**Calendar Review/Invitations Received**

*Items Requiring Response*

*Informational Items*

- Regional Planning Commission Meeting, January 7, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Board of Revision's Reorganizational Meeting, January 13, 2025, 9:00 a.m., Auditor's Building, 108 N. High St., Lancaster
- Records Commission's Reorganizational Meeting, January 14, 2025, 8:35 a.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster

**Correspondence**

- Expedited Type II Annexation, 5.08 +/- Acres from Pleasant Township to the City of Lancaster, David Hodge - Agent for the Petitioner
- Google 2024 Impact Study
- Lancaster Eagle Gazette, Jeff Baron, December 12, 2024, "Fairfield County Commissioners Pass \$68.5 Million 2025 General Fund Budget"
- Fairfield County Municipal Court Criminal/Traffic Division Fee Report, November 2024
- Letter from the United States Department of Agriculture Regarding Hunter's Run Conservancy District, December 11, 2024
- Letter from the Mid-Ohio Food Collective Regarding Donations
- Letter from the Lancaster Festival, Regarding Donation, December 15, 2024
- Letter from TC Energy Regarding Landowner Notification for Parcel 0538500340
- Press Release, Office of the County Auditor, December 16, 2024, "Real Estate Tax Relief for Seniors and 100% Disabled Veterans Available through County Auditor"
- Fairfield County Auditor's "Wins of the Week", December 12, 2024
- Fairfield County Auditor's "Wins of the Week", December 19, 2024
- Fairfield County Auditor's "Wins of the Week", December 26, 2024
- Fairfield County Auditor's "Wins of the Week", January 2, 2025
- Memo, Dr. Carri Brown, County Auditor, January 2, 2025, Subject: 2024 Year in Review; Public Records Requests; Customer Service Standards; and the Homestead Program Update
- Fairfield County Auditor's "Word to the Wise – Proper Public Purpose", December 18, 2024

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

- Fairfield County Auditor's "Word to the Wise – Redirect and Phishing Schemes", December 24, 2024
- Correspondence Regarding Industrial Solar Projects
- Letter from Legal Aid of Southeast Ohio Regarding Donations
- Letter from CCAO Research & Educational Foundation Regarding Scholarships, December 23, 2024
- The ADAMH Star, an E-newsletter of the Fairfield County ADAMH Board, Volume 4, Issue 3
- Fairfield DD's IMAGINE, Fairfield County Board of Developmental Disabilities, December 2024
- Auditor's Ledger: News from the County Auditor's Office, December 2024
- Fairfield County E-News Updates, December 2024

**Old Business**

None.

**New Business**

Commissioner Davis stated his excitement for the upcoming Ohio State Buckeyes game.

Commissioner Levacy spoke about working with Michael Crites at the Veterans Service Commission to discuss a planned Fairfield County Veterans Hall of Fame and asked that his colleagues be supportive. He added that it would be a nonprofit and that he was not asking for financial support but rather support with logistics.

Commissioner Fix is excited for 2025 and added that each year the Commissioners have improved operations.

Treasurer Bahnsen thanked county staff for keeping the roads clear and safe, and for the communications from the county to the employees about the closures. He added that his office is working with the Auditor to prepare the tax bills.

Recorder McKenzie spoke about some great prospects to improve her offices services through third-party vendors. She also was thankful for the communication from administration and the sheriff regarding the snow emergency.

Commissioner Fix stated that Administrator Cordle had been preparing for the closure since the Thursday before.

Commissioner Davis stated there was a briefing Sunday to discuss closing and thinks the county handled it well.

Clerk of Courts Meyer is in the final stages of establishing credit card e-filing services.

Auditor Brown wishes to make sure the estimated revenues are accurate.

Director Kochis stated that the road crews did a wonderful job with the snow emergency.

Commissioner Fix stated he was working from home and saw there was another similar event scheduled for this weekend with heavy snow.

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

Director Clark spoke on the continued theft of SNAP benefits and added that he just received an email from the state where they indicted someone from New York who was defrauding people of their SNAP benefits.

Commissioner Fix asked what the dollar figure was regarding the SNAP benefit thefts.

Director Clark would work to get Commissioner Fix an accurate number, but the amount is enormous. They have been slow to stop it because there are so many ways to steal it.

Deputy Administrator Porter stated there are plenty of dogs available at the dog shelter for adoption. The shelter continues to experience high occupancy numbers.

Commissioner Fix stated he feels good about the work the county does as a team.

**Regular (Voting) Meeting**

The Commissioners continued to their Regular Meeting and Commissioner Fix called the meeting to order with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; DD Superintendent, Dr. David Uhl; Clerk of Courts, Branden Meyer; JFS Director, Corey Clark; Economic Development Specialist, Anthony Iachini; Treasurer, Jim Bahnsen; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; and Sheriff's Deputy, Kevin Romine. Also in attendance: Sue Mazzarini, Jo Price, Butch Price, Lisa Thomas, Julie Hoover, Sherry Pymer, Frank Martin, Barb Martin, Jim Candy, Bill George, Jeff Schwartz, Chuck Reedy, Karen Reedy, Judy Zollinger, Angela Centofanti, Randy Lowe, Bryan Everitt, Bob Slater II, Becky Schaade, Selina McCord, James Uhl, Krystal Ortman, Sandy Uhl, Randall Hunt, Eric Royer, Allison Barrick, Greg Butcher, Randall Lowe, Michael Connor, Jerry Starnier, Scott Donaldson, Kirk Washburn, and Melissa Hoover.

Virtual attendees: Colleen Cook, Beth Cottrell, Shannon, Toni Ashton, Vince Carpico, Tiffany Daniels, Greg Forquer, Deborah, Shelby Hunt, Bill, Nathan Painter, Ashley Arter, SXH2, Brandy Marshall, Tony Vogel, Brian Wolfe, Josh Horacek, and Joe Ebel.

**Announcements**

Ms. Menningen stated that there were two resolutions that would be added to the agenda for the Commissioners consideration. The first would be to authorize the payment of invoices over the threshold of what can be approved by the County Administrator, and the other resolution would be to appoint the County Administrator to the Special Improvement District and Destination Downtown Lancaster boards. Ms. Menningen also stated that she had just received an email with a corrected property description from Painter and Associates for the Type II Expedited Annexation that was discussed during the Review portion of the meeting and is on the day's agenda.

**Approval of Minutes for December 10, 2024**

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, December 10, 2024, meeting.

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis, David Levacy, and Jeff Fix

**Approval of Resolutions from the Fairfield County Commissioners**

On the motion of Steve Davis and the second of David Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Commissioners:

- 2025-01.07.d      A Resolution to Approve the Appointment of an Apiary Inspector for Fairfield County for 2025
- 2025-01.07.e      A Resolution to Approve an Agreement Between Krile Communications and the Fairfield County Commissioners
- 2025-01.07.f      A Resolution to Approve the Expedited Type II Annexation of 151.9 +/- Acres from Violet Township to the City of Pickerington, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Nathan Painter
- 2025-01.07.g      A Resolution Amending Resolution 2024-12.10.c
- 2025-01.07.h      A resolution to approve to rescind resolution 2024-12.10.n, a resolution to approve a contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners.
- 2025-01.07.i      A resolution to appropriate from unappropriated funds in a major expense object category for the State Grant Energy Fund# 3904
- 2025-01.07.j      A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.
- 2025-01.07.k      A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners
- 2025-01.07.l      A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for a renewal of an existing levy for the May 6, 2025, primary/special election on behalf of the Fairfield County DD Board.
- 2025-01.07.m      A resolution to appropriate from unappropriated into a major expenditure category for fund# 4550 Bond Retirement MRDD FAC ULTRAC & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity – Fairfield County Commissioners
- 2025-01.07.n      A resolution authorizing 2025 Allocations for Fairfield Area Humane Society & Fairfield County Municipal Court.
- 2025-01.07.o      A resolution to authorize the County Administrator to approve any agreements and other documents related to the PY2024 CDBG grants.

Ms. Brown-Thompson stated that the corrected annexation petition was also sent to Violet Township and the landowners.



**Regular Meeting #1 - 2025  
Fairfield County Commissioners' Office  
January 7, 2025**

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis, David Levacy, and Jeff Fix

**Approval of Resolution from the Fairfield County Auditor - Finance**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Finance:

2025-01.07.p        A Resolution Granting Dr. Carri L. Brown, County Auditor, and Staff Permission to Attend (Travel)

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of Resolutions from the Fairfield County Board of Developmental Disabilities**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Board of Developmental Disabilities:

2025-01.07.q        A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

2025-01.07.r        A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of a Resolution from the Fairfield County Clerk of Courts – Legal Division**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Clerk of Courts – Legal Division:

2025-01.07.s        A resolution granting Branden Meyer, the Fairfield County Clerk of Courts, and Staff, Permission to Attend (Travel)

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of Resolutions from Fairfield County Economic & Workforce Development**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Economic & Workforce Development:

2025-01.07.t        A resolution to approve a Community Reinvestment Area Agreement with Basil Western Logistics, LLC, a Kentucky limited liability company

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

2025-01.07.u      A resolution authorizing the reduction appropriations in major expenditure object categories for Fund# 3897.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of a Resolution from the Fairfield County Emergency Management Agency**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Emergency Management Agency:

2025-01.07.v      A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 (Sub fund 8349) Hazardous Materials Emergency Planning Grant (HMEP)

Director Kochis stated that this is for the EMA training program for 2025.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of Resolutions from the Fairfield County Engineer**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2025-01.07.w      A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend.

2025-01.07.x      A resolution to establish a “NO PARKING ZONE” along Hill Road (CR18).

2025-01.07.y      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

2025-01.07.z      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

2025-01.07.aa     A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer.

2025-01.07.bb     A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024.

2025-01.07.cc     A resolution of increasing appropriations, appropriate from unappropriated, account to account and fund to fund transfer for Intersection Improvements

**Regular Meeting #1 - 2025  
Fairfield County Commissioners' Office  
January 7, 2025**

- 2025-01.07.dd      A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses
- 2025-01.07.ee      A resolution to approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements

Roll call vote of the motion resulted as follows:  
Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of Resolutions from Fairfield County Facilities**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Facilities:

- 2025-01.07.ff      A Resolution Authorizing the Approval of Lease Amendment No. 1 with Congressman Troy Balderson at the Fairfield Center
- 2025-01.07.gg      A Resolution Authorizing the Approval of an Agreement for the construction of a security barrier at the Sheriff's Office and Jail with McDaniels Construction Inc

Director Kochis is happy to continue the relationship with Congressman Balderson at the Fairfield Center.

Commissioner Fix thanked Clerk of Courts Meyer for working with Congressman Balderson.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of a Resolution from the Fairfield County Health Department**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Health Department:

- 2025-01.07.hh      A resolution to authorize the establishment of a Budget Stabilization Fund for the Fairfield County Health Department

Roll call vote of the motion resulted as follows:  
Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of a Resolution from the Fairfield County Recorder**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Recorder:

- 2025-01.07.ii      A resolution granting Lisa McKenzie, Fairfield County Recorder, and Staff, Permission to Attend

Roll call vote of the motion resulted as follows:  
Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

**Approval of Resolutions from the Fairfield County Regional Planning Commission**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Regional Planning Commission:

2025-01.07.jj      A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

2025-01.07.kk      A resolution to approve Conditional Acceptance of Chesapeake Section 2 & Section 3 Subdivision

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of Resolutions from the Fairfield County Sheriff**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Sheriff:

2025-01.07.ll      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training

2025-01.07.mm      A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of a Resolution from the Fairfield County Treasurer**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Treasurer:

2025-01.07.nn      A Resolution Granting the Fairfield County Treasurer, James N. Bahnsen, and Treasurer's Staff, Permission to Travel and Attend During 2025

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of Resolutions from the Lancaster-Fairfield Community Action Agency**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Lancaster-Fairfield Community Action Agency:

2025-01.07.oo      A resolution to enter into a contract between Fairfield County and the Lancaster-Fairfield Community Action Agency for Recycling and Education Services for 2025.

2025-01.07.pp      CHIP Mortgage Lien for Genna Miller



**Regular Meeting #1 - 2025**  
**Fairfield County Commissioners' Office**  
**January 7, 2025**

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of the Payment of Bills**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2025-01.07.qq      A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Approval of a Resolution from the Fairfield County Commissioners**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Commissioners:

2025-01.07.rr      A resolution approving the appointment of the Fairfield County Administrator to the Downtown Lancaster Special Improvement District Board and the Destination Downtown Lancaster Board.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

**Adjournment**

With no further business, On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:44 a.m.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy, Steve Davis, and Jeff Fix

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, January 14, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.





# REVIEW AGENDA

## BOARD OF COMMISSIONERS

Commissioners:  
Steven A. Davis  
Jeffrey M. Fix  
David L. Levacy

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

**Tuesday, January 7, 2025**  
**Reorganization Meeting, 8:45 a.m.**  
**Review and Regular Meeting, 9:00 a.m.**

Clerk

Rochelle Menningen

### 1. Reorganization Meeting

### 2. Review

Purpose of Review Meeting: *To prepare for formal actions of county business, such as Commission resolutions; and to provide time for county leadership to connect about matters of county business.*

### 3. Welcome

### 4. Interview for Board of Developmental Disabilities, Angela Centofanti, 9:00 a.m.

### 5. Interview for Board of Developmental Disabilities, Becky Schaade, 9:10 a.m.

### 6. Interview for Board of Developmental Disabilities, Scott Donaldson, 9:20 a.m.

### 7. Interview for Board of Developmental Disabilities, Jason Boothe, 9:30 a.m.

### 8. Public Comments

Purpose of Public Comments: *This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.*

### 9. Legal Update

### 10. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Regional Planning Commission Meeting, January 7, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - ii. Board of Revision's Reorganizational Meeting, January 13, 2025, 9:00 a.m., Auditor's Building, 108 N. High St., Lancaster
  - iii. Records Commission's Reorganizational Meeting, January 14, 2025, 8:35 a.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster

SERVE • CONNECT • PROTECT



# REVIEW AGENDA

## BOARD OF COMMISSIONERS

Commissioners:  
Steven A. Davis  
Jeffrey M. Fix  
David L. Levacy

### f. Correspondence

- i. Expedited Type II Annexation, 5.08 +/- Acres from Pleasant Township to the City of Lancaster, David Hodge - Agent for the Petitioner
- ii. Google 2024 Impact Study
- iii. *Lancaster Eagle Gazette*, Jeff Baron, December 12, 2024, “Fairfield County Commissioners Pass \$68.5 Million 2025 General Fund Budget”
- iv. Fairfield County Municipal Court Criminal/Traffic Division Fee Report, November 2024
- v. Letter from the United States Department of Agriculture Regarding Hunter’s Run Conservancy District, December 11, 2024
- vi. Letter from the Mid-Ohio Food Collective Regarding Donations
- vii. Letter from the Lancaster Festival, Regarding Donation, December 15, 2024
- viii. Letter from TC Energy Regarding Landowner Notification for Parcel 0538500340
- ix. Press Release, Office of the County Auditor, December 16, 2024, “Real Estate Tax Relief for Seniors and 100% Disabled Veterans Available through County Auditor”
- x. Fairfield County Auditor’s “Wins of the Week”, December 12, 2024
- xi. Fairfield County Auditor’s “Wins of the Week”, December 19, 2024
- xii. Fairfield County Auditor’s “Wins of the Week”, December 26, 2024
- xiii. Fairfield County Auditor’s “Wins of the Week”, January 2, 2025
- xiv. Memo, Dr. Carri Brown, County Auditor, January 2, 2025, Subject: 2024 Year in Review; Public Records Requests; Customer Service Standards; and the Homestead Program Update
- xv. Fairfield County Auditor's “Word to the Wise – Proper Public Purpose”, December 18, 2024
- xvi. Fairfield County Auditor’s “Word to the Wise – Redirect and Phishing Schemes”, December 24, 2024
- xvii. Correspondence Regarding Industrial Solar Projects
- xviii. Letter from Legal Aid of Southeast Ohio Regarding Donations
- xviii. Letter from CCAO Research & Educational Foundation Regarding Scholarships, December 23, 2024
- xix. *The ADAMH Star*, an E-newsletter of the Fairfield County ADAMH Board, Volume 4, Issue 3
- xx. *Fairfield DD’s IMAGINE*, Fairfield County Board of Developmental Disabilities, December 2024
- xxi. *Auditor’s Ledger: News from the County Auditor’s Office*, December 2024
- xxii. *Fairfield County E-News Updates*, December 2024

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

SERVE • CONNECT • PROTECT





# REVIEW AGENDA

## BOARD OF COMMISSIONERS

**Commissioners:**

Steven A. Davis  
Jeffrey M. Fix  
David L. Levacy

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

**11. Old Business**

**12. New Business**

- a. Updates from Elected Officials in Attendance

**13. Regular (Voting) Meeting**

**14. Adjourn**

SERVE • CONNECT • PROTECT

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.19.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,719,703.20 expended, \$3,695,602.92 encumbered or obligated.

<b>Project/Category</b>		<b>As of 12/19/24 Appropriations</b>	<b>As of 12/19/24 Expenditure</b>	<b>As of 12/19/24 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,422,579.58	3,480.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,349,882.21</b>	<b>6,346,402.21</b>	<b>3,480.00</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.19.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,719,703.20 expended, \$3,695,602.92 encumbered or obligated.

<b>Project/Category</b>		<b>As of 12/19/24 Appropriations</b>	<b>As of 12/19/24 Expenditure</b>	<b>As of 12/19/24 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	386,854.84	12,500.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
<b>Subtotal Negative Economic Impacts</b>		<b>6,426,158.72</b>	<b>4,162,281.60</b>	<b>2,263,877.12</b>
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		<b>39,554.00</b>	<b>39,554.00</b>	<b>0.00</b>
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		<b>27,907.72</b>	<b>27,907.72</b>	<b>0.00</b>

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.19.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,719,703.20 expended, \$3,695,602.92 encumbered or obligated.

<b>Project/Category</b>		<b>As of 12/19/24 Appropriations</b>	<b>As of 12/19/24 Expenditure</b>	<b>As of 12/19/24 Obligation</b>
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,121,729.01	640,106.84
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	0.00	221,535.69
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>7,171,600.69</b>	<b>6,207,905.69</b>	<b>963,695.00</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.19.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,719,703.20 expended, \$3,695,602.92 encumbered or obligated.

Project/Category		As of 12/19/24 Appropriations	As of 12/19/24 Expenditure	As of 12/19/24 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,124,527.92	220,000.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	301,139.25	153,522.75
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	43,000.00	9,433.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
<b>Revenue Loss</b>		10,000,000.00	9,535,449.20	464,550.80



**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.19.2024.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,606,902.00** has been **appropriated**, **\$26,719,703.20** expended, **\$3,695,602.92** encumbered or obligated.

<b>Project/Category</b>		<b>As of 12/19/24 Appropriations</b>	<b>As of 12/19/24 Expenditure</b>	<b>As of 12/19/24 Obligation</b>
<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	400,202.78	0.00
<b>Subtotal Administration</b>		591,798.66	400,202.78	0.00
<b>Grand Total</b>		<b>\$30,606,902.00</b>	<b>\$26,719,703.20</b>	<b>\$3,695,602.92</b>

ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
DECEMBER 09, 2024 TO January 05, 2025

Fairfield County Auditor- Real Estate

- AA.12.09-2024.a An Administrative Approval authorizing the approval of an agreement for consulting services with the Fairfield County Auditor's Office and Local Government Services, LLC. [Auditor- Real Estate]
- AA.12.09-2024.d An Administrative Approval authorizing the approval of an agreement with the Fairfield County Auditor's Office, Real Estate Assessment and Key Blue Prints, Inc. [Auditor- Real Estate]
- AA.12.31-2024.d An Administrative Approval authorizing the approval of an agreement with the Fairfield County Auditor's Office, Real Estate Assessment and ESRI. [Auditor- Real Estate]

Fairfield County Commissioners

- AA.12.11-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.12.11-2024.b An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]

Fairfield County Court of Common Pleas

- AA.01.03-2025.b An Administrative Approval for AT&T Business Trade-In Program [Common Pleas Court]

Fairfield County Facilities

- AA.12.11-2024.c An Administrative Approval for an amendment to an agreement with Ohio Department of Development for the 2023 Energy Efficiency Program for various buildings. [Facilities]
- AA.12.31-2024.e An Administrative Approval of a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners [Facilities]
- AA.12.31-2024.f An Administrative Approval authorizing the purchase of a 2024 Ram 3500, for a total cost of \$42,113.00 [Facilities]
- AA.12.31-2024.g An Administrative Approval authorizing the approval of an Agreement between Sew Nuts, and the Fairfield County Commissioners for a Court Benches Reupholstering at the Hall of Justice [Facilities]
- AA.12.31-2024.h An Administrative Approval for Preventative Maintenance Agreement with Columbus Building Services [Facilities]

Fairfield County Family and Children First Council

- AA.12.09-2024.b Administrative Approval authorizing an Evaluation Cost Agreement between E.B. Evaluations, INC and Family and Children First Council for a Child and Adolescent General Psychological Evaluation [Family and Children First Council]
- AA.12.09-2024.c Administrative Approval authorizing an Evaluation Cost Agreement between E.B. Evaluations, INC and Family and Children First Council for a Child and Adolescent General Psychological Evaluation [Family and Children First Council]
- Fairfield County Human Resources
- AA.12.18-2024.a An administrative approval to amend the Fairfield County Compensation Plan schedule. [Fairfield County Human Resources]
- AA.12.20-2024.a An Administrative Approval to Approve Newly Hired Employees Under The Appointing Authority of The Fairfield County Board of Commissioners [Fairfield County Human Resources]
- AA.12.31-2024.c An administrative approval of a contract with Delta Dental of Ohio for dental insurance for Fairfield County employees [Fairfield County Human Resources]
- Fairfield County Information Technology
- AA.01.03-2025.a An Administrative Approval for a change order with existing contract from August 05, 2022, between the Fairfield County Board of County Commissioners and Advanced Technology Consulting along with Avaya, INC and RingCentral, INC. [Information Technology]
- Fairfield County Regional Planning Commission
- AA.12.31-2024.a Administrative approval regarding a grant agreement between the Fairfield County Board of Commissioners and the Ohio Development Services Agency for PY 2024. [Regional Planning Commission]
- Fairfield County Sheriff
- AA.12.31-2024.b An Administrative Approval for an Amendment to the Commissary Services Agreement with Keefe Commissary Network LLC. [Sheriff]
- Lancaster-Fairfield Community Action Agency
- AA.12.19-2024.a A resolution to accept the 2024 F-250 Pickup Truck from LFCAA out of CFLP funds by the Fairfield County Administrator. [Community Action]
- South Central Major Crimes Unit
- AA.12.16-2024.a An Administrative Approval to authorize the Fairfield County Administrator to sign the South Central Ohio Crimes Unit Comprehensive Opioid Abuse Site-Based Program Award Agreement [Sheriff - Major Crimes Unit]



# Fairfield County Board Member Application

Name of Board: Fairfield County Board of Developmental Disabilities

Circle One:  New Appointment  Reappointment

Name: Angela R. Centofanti Date of Birth: 7/11/1969

Address: [REDACTED]

Phone: [REDACTED] E-Mail Address: [REDACTED]

How long have you been a resident of Fairfield County: 4 + Years

Occupation: Business Owner and Licensed Real Estate Agent Employer: Self Employed

Highest Level of Education Completed (please circle one):  
High School - Associates Degree - Bachelor's Degree -  Graduate School

Have you ever served on a board before:  Yes  No  
If yes, please indicate the board(s) previously or currently serving on:  
Lions Club International - Millersport

Are you related to any Elected Official, Department Head, or County employee: Yes  No   
If yes, please indicate who:

Have you ever been convicted of a criminal offense: Yes  No   
(A conviction will not necessarily prohibit you from an appointment. Each conviction will be judged on its own merits with respect to time, circumstance, and seriousness based on the board appointment for which you are applying.)  
If yes, please explain:

Please state your reasons for wanting to serve on the board (additional space is provided on the second page). Please highlight specialized interested or experiences that you feel make you qualified to serve.

For most of my life I have been an advocate and voice for people in my community that need a little more representation than most. I was a young mother starting at 18 and lived with the stigma of teen pregnancy for most of my young adult life. As I made







# Fairfield County Board Member Application

Name of Board: Fairfield County Board of Developmental Disabilities

Circle One:  New Appointment  Reappointment

Name: Becky Schaade Date of Birth: 09/25/1977

Address: [REDACTED]

Phone: [REDACTED] E-Mail Address: [REDACTED]

How long have you been a resident of Fairfield County: 20 years

Occupation: Library Director Employer: Fairfield County District Library

Highest Level of Education Completed (please circle one):  
High School - Associates Degree - Bachelor's Degree -  Graduate School

Have you ever served on a board before:  Yes - No  
If yes, please indicate the board(s) previously or currently serving on:  
United Way of Fairfield County, Rotary Club of Lancaster, INFOhio Board, Teenworks,  
Friends of the Ohio University Lancaster Library

Are you related to any Elected Official, Department Head, or County employee: Yes -  No  
If yes, please indicate who:  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted of a criminal offense: Yes -  No  
(A conviction will not necessarily prohibit you from an appointment. Each conviction will be judged on its own merits with respect to time, circumstance, and seriousness based on the board appointment for which you are applying.)  
If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_

Please state your reasons for wanting to serve on the board (additional space is provided on the second page). Please highlight specialized interested or experiences that you feel make you qualified to serve.

There are several reasons that I would like to be considered to serve on the Fairfield  
County Board of Developmental Disabilities. The first is that in my role as library  
director, I know the importance of serving the entire community. The Library has been





# Fairfield County Board Member Application

Name of Board: Fairfield County Board of DD

Circle One:  New Appointment  Reappointment

Name: Scott Donaldson Date of Birth: 1/20/1976

Address: [Redacted]

Phone: [Redacted] E-Mail Address: [Redacted]

How long have you been a resident of Fairfield County: 14 years 11 months

Occupation: RN Program Manager Employer: Ohio's Hospice

Highest Level of Education Completed (please circle one):  
High School - Associates Degree  Bachelor's Degree  Graduate School

Have you ever served on a board before: Yes -  No  
If yes, please indicate the board(s) previously or currently serving on:

\_\_\_\_\_  
\_\_\_\_\_

Are you related to any Elected Official, Department Head, or County employee: Yes -  No  
If yes, please indicate who:

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted of a criminal offense: Yes -  No  
(A conviction will not necessarily prohibit you from an appointment. Each conviction will be judged on its own merits with respect to time, circumstance, and seriousness based on the board appointment for which you are applying.)  
If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

Please state your reasons for wanting to serve on the board (additional space is provided on the second page). Please highlight specialized interested or experiences that you feel make you qualified to serve.

I have served patients who are served by the Fairfield County board of DD for many years. I have been a Registered Nurse for



# Fairfield County Board Member Application

almost 18 years and I feel the experiences I have had would bring value to the board from a nursing perspective. I also have a son who attends Forest Rose preschool, he is a typical student and has flourished in the time he has been going there. I also feel my skills of leadership and communication make me a qualified candidate.

Your signature acknowledges that the information which appears on this form and true and factual to the best of your knowledge.

 Signature 11/19/24 Date

Thank you for your interest in serving. Please return the completed form to:

The Fairfield County Commissioners  
 Attn: Bennett Niceswanger, Asst. Clerk  
 210 East Main Street, Room 301  
 Lancaster, Ohio 43130

or email the completed form to [bennett.niceswanger@fairfieldcountyohio.gov](mailto:bennett.niceswanger@fairfieldcountyohio.gov).

If you have any questions, please contact Bennett Niceswanger at the email address listed above or at (740) 652-7090.



# Fairfield County Board Member Application

Name of Board: Fairfield DD

Circle One: **New Appointment** Reappointment

Name: Jason Boothe Date of Birth: 10/10/1973

Address: [REDACTED]

Phone: [REDACTED] E-Mail Address: [REDACTED]

How long have you been a resident of Fairfield County: 2 years

Occupation: Chief Executive Officer Employer: Family YMCA of Lancaster & Fairfield County

Highest Level of Education Completed (please circle one):  
High School - Associates Degree - Bachelor's Degree - **Graduate School**

Have you ever served on a board before: **Yes** - No  
If yes, please indicate the board(s) previously or currently serving on:  
Currently serving on the Board of Directors for Lancaster Rotary Club

Are you related to any Elected Official, Department Head, or County employee: Yes - **No**  
If yes, please indicate who:

Have you ever been convicted of a criminal offense: Yes - **No**  
(A conviction will not necessarily prohibit you from an appointment. Each conviction will be judged on its own merits with respect to time, circumstance, and seriousness based on the board appointment for which you are applying.)  
If yes, please explain:

Please state your reasons for wanting to serve on the board (additional space is provided on the second page). Please highlight specialized interested or experiences that you feel make you qualified to serve.

Prior to my role here at the YMCA in Lancaster, I worked in intercollegiate athletics, most recently as the Athletic Director for Utah Tech University in St. George, Utah. In all of my roles, community service has been a vital part of my responsibilities.





## Fairfield County Board Member Application

As an Athletic Director, representing the university and over 400 student-athletes, I was focused on ensuring we gave back, as a department. We completed over 2,000 hours of community service on an annual basis as an athletic department. When I decided to leave intercollegiate athletics in 2022, I explored several options but was very excited to take on this role as CEO at the YMCA. Compared to higher education, the YMCA is what I refer to as a true non-profit, where everything we do impacts the community we serve. We are constantly searching for ways we can give back as an organization, and individually. Serving on the Board for Fairfield DD will allow me to bring a unique perspective as still a relatively new resident of Fairfield County, but also one that is passionate about serving the community, and this very important population of Fairfield County residents.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Thank you for your interest in serving. Please return the completed form to:

The Fairfield County Commissioners  
Attn: Bennett Niceswanger, Asst. Clerk  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

or email the completed form to [bennett.niceswanger@fairfieldcountyohio.gov](mailto:bennett.niceswanger@fairfieldcountyohio.gov).

If you have any questions, please contact Bennett Niceswanger at the email address listed above or at (740) 652-7090.

RECEIVED

DEC 23 2024

Fairfield County  
Commissioners



**EXPEDITED TYPE II PETITION FOR ANNEXATION  
(PURSUANT TO R.C. SECTION 709.023)  
TO THE CITY OF LANCASTER  
OF ± 5.08 ACRES  
FROM THE TOWNSHIP OF PLEASANT**

*TO THE BOARD OF COUNTY COMMISSIONERS  
OF FAIRFIELD COUNTY, OHIO:*

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of ± 5.08 acres, more or less, located in the Township of Pleasant, Fairfield County, Ohio, which area is contiguous along 1,111.89 feet or 51.4% and adjacent to the City of Lancaster do hereby respectfully petition the Board of Fairfield County Commissioners that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is one (1).

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner and permanent parcel number, marked as Exhibit "C".

The undersigned petitioners do hereby designate David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq. attorneys, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail [eric@uhlfirm.com](mailto:eric@uhlfirm.com).

**WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.**

*[Petition signatures on following counterpart pages]*

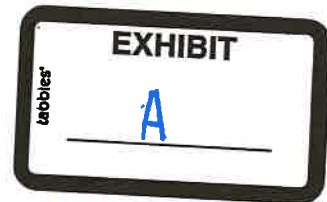
**WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.**

PETITIONER:  
BLUE LABEL PACKAGING COMPANY  
3750 LANCASTER-NEW LEXINGTON RD NE  
LANCASTER OH 43130  
PID: 0270063600, 0270060800, 0270061100

Andrew M. Boyd  
Name

Date: November 13, 2024

President  
Title



RECEIVED

DEC 23 2024

Fairfield County Commissioners

*R. A. ...*



**DESCRIPTION OF 5.08 ACRES  
FOR ANNEXATION FROM THE TOWNSHIP OF PLEASANT  
INTO THE CITY OF LANCASTER  
02/01/2024  
Page 1 of 2**

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, Section 34, Township 15, Range 18, Congress Lands, being a portion of those tracts conveyed to Blue Label Packaging Company, by Instrument Numbers 202300006535, and 202300006337 (Auditor's Parcel Nos. 0270061100, 0270060800, 0270063600), references being of the Fairfield County Recorder's Office, and described as follows:

**Beginning** at the southeast corner of said Blue Label Packaging Company Property (Auditor's Parcel No. 0270061100), the same being the southwest corner of property conveyed to Blue Label Packaging Company by Deed Volume 621, Page 803 (Auditor's Parcel No. 0535011982), being in the common line with Post Consumer Brands, LLC in Instrument Number 202100016608 (Auditors Parcel No. 0535000310), said corner being in the centerline of Lancaster – New Lexington Rd. (S.R.37), and being in an existing corporation line for the City of Lancaster as recorded in Official Record 1333 Page 3397 (Ord. #53-03) and Plat Book 9 Page 32 (Ord. #27-66), of said Fairfield County Recorder's Office, said corner also being the **True Point of Beginning**;

Thence, with the common line of said Post Consumer Brands property and said Blue Label Packaging Company property, and along said centerline and existing corporation line, the following two (2) courses:

**North 90 degrees 00 minutes 00 seconds West, 180.67 feet** to a point in said centerline of State Route 37,

**North 89 degrees 29 minutes 57 seconds West, 430.98 feet** to a point being on the southern line of said Blue Label Packaging Company property (Auditors Parcel No. 0270063600) and in the centerline of State Route 37;

Thence, through said Blue Label Packaging Company property (Auditor's Parcel No. 0270063600, **North 00 degrees 30 minutes 03 seconds East, 30.00 feet** to a point being on the intersection of the existing S.R. 37 and US. 22 Right-Of-Way;

Thence, through said Blue Label Packaging Company (Auditor's Parcel Nos. 0270061100, 0270060800, 0270063600) property, and along US 22 Right-of-Way line per ODOT Plan FAI-22-16.42 Dated 1971, the following five (5) courses:


- North 70 degrees 15 minutes 27 seconds West, 147.55 feet** to a point;
- North 40 degrees 59 minutes 45 seconds East, 49.24 feet** to a point;
- North 62 degrees 03 minutes 49 seconds East, 395.65 feet** to a point;
- North 00 degrees 25 minutes 23 seconds East, 16.79 feet** to a point;
- North 64 degrees 30 minutes 54 seconds East, 412.06 feet** to a point, being on

the east line of said Blue Label Packaging Company (Auditor's Parcel No. 0270061100) property and the west line of said Blue Label Packaging Company (Auditor's Parcel No. 0535011982) property, also being a corner for said existing corporation line;

**DESCRIPTION OF 5.08 ACRES  
FOR ANNEXATION FROM THE TOWNSHIP OF PLEASANT  
INTO THE CITY OF LANCASTER  
02/01/2024  
Page 2 of 2**

Thence, with the common line of said Blue Label Packaging Company (Auditors Parcel No. 0270061100) property, and said Blue Label Packaging Company (Auditor's Parcel No. 0535011982) property, and long said existing corporation line, **South 00 degrees 25 minutes 23 seconds West, 500.24 feet** to the **True Point of Beginning** containing 5.08 acres, more or less.

Subject to all, legal, easements, right-of-ways, conditions and restrictions. This description is based on existing Auditor's and Recorder's, Fairfield County, Ohio, record information and is to be used for annexation purposes only.

  
\_\_\_\_\_  
John C. Dodgion, P.S. 8069





# PLAT OF TERRITORY TO BE ANNEXED FROM THE TOWNSHIP OF PLEASANT TO THE CITY OF LANCASTER

~ EXHIBIT "A" ~

LOCATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF PLEASANT, PART OF SECTION 34, TOWNSHIP 15, RANGE 18, CONGRESS LANDS, AND BEING PART OF THOSE TRACTS LISTED BELOW FROM THE RECORDS OF FAIRFIELD COUNTY, OHIO.

OWNER: BLUE LABEL PACKAGING COMPANY  
PARCEL NUMBERS: 027-00636.00, 027-00608.00, 027-00611.00  
PROPERTY ADDRESS: 3611 CINCINNATI-ZANESVILLE RD. NE (5.08 ACRES)

IN WITNESS THERE OF THIS \_\_\_ DAY OF \_\_\_\_\_, 202\_\_

SIGNATORY FOR BLUE LABEL PACKAGING CO.:

STATE OF OHIO, COUNTY OF FAIRFIELD  
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED THE ABOVE NAMED WHO ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET HAND AND AFFIXED BY OFFICIAL SEAL THIS \_\_\_ DAY OF \_\_\_ 202\_\_

BY: \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

THE WITHIN MAP MARKED EXHIBIT "A" AND MADE A PART OF THE PETITION OF ANNEXATION FILED WITH THE BOARD OF COMMISSIONERS OF FAIRFIELD COUNTY, OHIO, ON \_\_\_\_\_, 202\_\_, UNDER CHAPTER 709 OF THE OHIO REVISED CODE, IS SUBMITTED AS AN ACCURATE MAP OF THE TERRITORY IN SAID PETITION DESCRIBED THE REQUIREMENTS OF SAID CHAPTER 709 OF THE OHIO REVISED CODE.

AGENT FOR PETITIONERS

THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO, HAVING RECEIVED A PETITION BEARING THE SIGNED NAMES AND ADDRESS OF THE PARTIES INTERESTED IN THE ANNEXATION, TO THE CITY OF LANCASTER, OHIO, OF THE TERRITORY SHOWN HEREON AND HAVING GIVEN DUE CONSIDERATION TO THE PRAYER OF SAID PETITION, DO HEREBY GRANT THE SAME.

PETITION RECEIVED \_\_\_\_\_, 202\_\_

PETITION GRANTED \_\_\_\_\_, 202\_\_

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
FAIRFIELD COUNTY COMMISSIONER

\_\_\_\_\_  
FAIRFIELD COUNTY COMMISSIONER

THE COUNCIL FOR THE CITY OF LANCASTER, OHIO, BY ORDINANCE NO. \_\_\_\_\_, PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AND APPROVED BY THE MAYOR ON THIS \_\_\_ DAY OF \_\_\_\_\_, 202\_\_, DID ACCEPT THE TERRITORY SHOWN HEREON FOR ANNEXATION TO THE CITY OF LANCASTER, OHIO, A MUNICIPAL CORPORATION.

\_\_\_\_\_  
MAYOR, CITY OF LANCASTER

\_\_\_\_\_  
CLERK, CITY OF LANCASTER

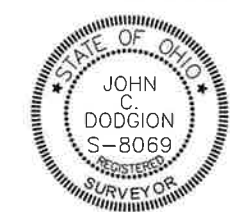
TRANSFERRED THIS \_\_\_ DAY OF \_\_\_\_\_, 202\_\_, UPON THE DUPLICATES OF THIS OFFICE, CONTAINING \_\_\_\_\_ ACRES.

TRANSFER FEE \_\_\_\_\_ FAIRFIELD COUNTY AUDITOR  
RECEIVED FOR RECORD \_\_\_\_\_, 202\_\_ AT \_\_\_\_\_ (AM PM) AND RECORDED \_\_\_\_\_, 202\_\_  
IN PLAT ORDINANCE, PETITION, ECT. IN INSTRUMENT NO. \_\_\_\_\_

PLAT FEE: \_\_\_\_\_ FAIRFIELD COUNTY RECORDER  
ORDINANCE, ETC. FEE \_\_\_\_\_

### CERTIFICATION

THIS EXHIBIT IS BASED ON EXISTING AUDITOR'S AND RECORDER'S, FAIRFIELD COUNTY, OHIO, RECORD INFORMATION AND IS FOR ANNEXATION PURPOSES ONLY. THIS IS NOT A SURVEY PER OAC 4733-37.

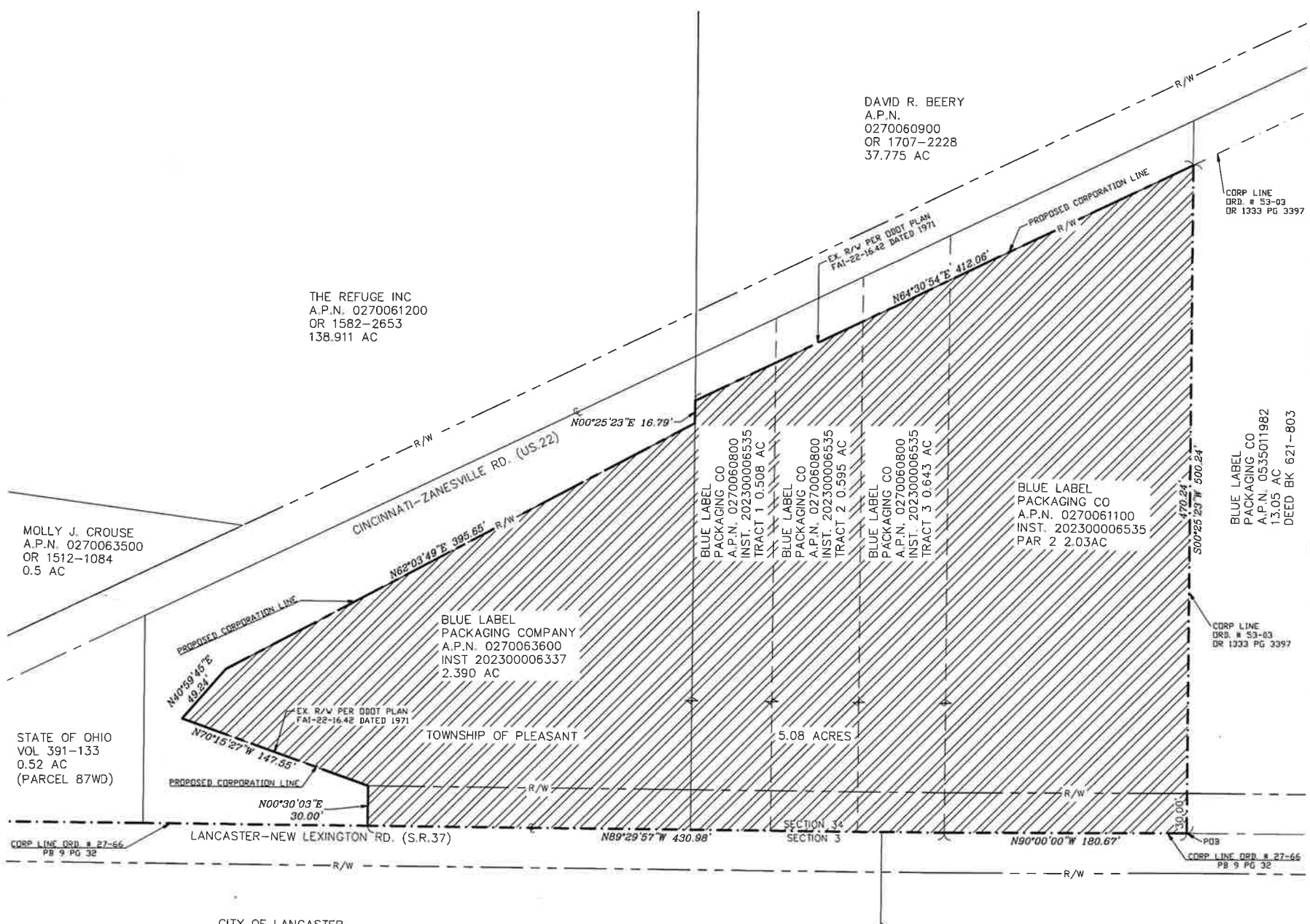


*John C. Dodgion*  
JOHN C. DODGION REG. SURVEYOR NO. 8069

DRAWN BY: A. STEVENS	DATE: 2/01/2024
CHECKED BY: J. DODGION	792602.DWG
JOB NO.: 792602	SHEET 1 OF 1

PREPARED BY:

88 W. CHURCH STREET, NEWARK, OHIO 43055  
PHONE: (740) 345-4700 FAX: (740) 522-4705



THE REFUGE INC  
A.P.N. 0270061200  
OR 1582-2653  
138.911 AC

MOLLY J. CROUSE  
A.P.N. 0270063500  
OR 1512-1084  
0.5 AC

STATE OF OHIO  
VOL 391-133  
0.52 AC  
(PARCEL 87WD)

BLUE LABEL  
PACKAGING COMPANY  
A.P.N. 0270063600  
INST 202300006337  
2.390 AC

BLUE LABEL  
PACKAGING CO  
A.P.N. 0270060800  
INST. 202300006535  
TRACT 1 0.508 AC

BLUE LABEL  
PACKAGING CO  
A.P.N. 0270060800  
INST. 202300006535  
TRACT 2 0.595 AC

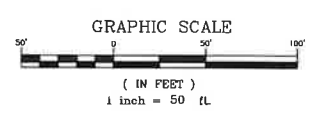
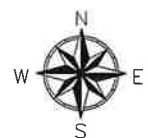
BLUE LABEL  
PACKAGING CO  
A.P.N. 0270060800  
INST. 202300006535  
TRACT 3 0.643 AC

BLUE LABEL  
PACKAGING CO  
A.P.N. 0270061100  
INST. 202300006535  
PAR 2 2.03AC

CITY OF LANCASTER

POST CONSUMER  
BRANDS, LLC  
A.P.N. 0535000300  
INST 202100016608  
63 AC

POST CONSUMER  
BRANDS, LLC  
A.P.N. 0535000310  
INST 202100016608  
55.76 AC

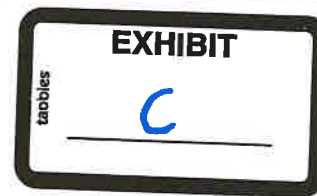


### LEGEND

AREA TO BE ANNEXED INTO CITY OF LANCASTER (5.08 ACRE TOTAL, MORE OR LESS)

EXISTING CITY OF LANCASTER CORPORATION LINE

ANNEXATION PERIMETER (TOTAL): ±2,163.18'  
ANNEXATION PERIMETER CONTIGUOUS TO EXISTING CORPORATION LINE: ±1111.89'  
PERCENT CONTIGUOUS: ±51.4%



**PETITIONER:**

BLUE LABEL PACKAGING  
COMPANY  
3750 LANCASTER-NEW  
LEXINGTON RD NE  
LANCASTER OH 43130

**ATTORNEY:**

DAVID HODGE  
UNDERHILL & HODGE LLC  
8000 WALTON PARKWAY,  
SUITE 260  
NEW ALBANY, OH 43054

**SURROUNDING PROPERTY  
OWNERS:**

BLUE LABEL PACKAGING  
COMPANY  
3750 LANCASTER-NEW  
LEXINGTON RD NE  
LANCASTER OH 43130

POST CONSUMER BRANDS LLC  
2503 S HANLEY RD  
ST LOUIS MO 63144  
PID: 0535000310, 0535000300

CROUSE MOLLY J  
3500 CINCINNATI ZANESVILLE  
RD  
LANCASTER OH 43130  
PID: 0270063500

THE REFUGE INC  
PO BOX 163173  
COLUMBUS OH 43216 3173  
PID: 0270061200

BEERY DAVID R  
4465 LANCASTER-NEW  
LEXINGTON RD SE  
LANCASTER OH 43130  
PID: 0270060900

BAUGHMAN BRUCE B TRUSTEE  
1951 SHERIDAN DR NE  
LANCASTER OH 43130  
PID: 0270031200



# Impact Study

## Ohio, US Data Center

2024

---



# Google's Data Center Impact in Ohio

Google's data centers in Ohio are helping to rapidly grow the digital economy. They are what you rely on to pull up a map to a new restaurant, attend online classes, or access your healthcare records.

Google's digital infrastructure investments in Ohio drive local economic development through job creation, promote environmental stewardship through carbon-free energy production, and foster thriving communities.

Since 2019, Google has invested more than **\$4.4B in Ohio's digital infrastructure, with an additional \$2.3B announced in 2024**. This Impact Study provides a summary of key economic, environmental, and social metrics that Google's digital infrastructure investments have had on Ohio in recent years.

## Economic

Google's investments in digital infrastructure in Ohio support jobs in construction, engineering, and the service industry. Google's data center contribution to labor income in Ohio is equal to supporting **~17,080 households in the state each year**.

**~\$1,501M**

Annual contribution to Ohio's GDP<sup>1</sup> (2021-2023)

**~17,140**

Annual jobs supported (2021-2023)

## Environmental

As part of Google's commitment to operate all of its data centers using carbon-free energy by 2030, Google signed a Purchase Power Agreement with EDP Renewables (EDPR) **to procure solar energy from over 80 solar projects throughout the US – with the first projects in Ohio**.

**52% (2023) | 60% (2022)**

Percentage of electricity matched with carbon-free energy<sup>2,3</sup> supply at every hour of every day at Google's data centers in Ohio

## Social

Google's community investments include support to the Licking Heights Local Schools' STEM<sup>4</sup> program which helped empower the district's English Language Learner students, **generating a ~\$18 social benefit for every Google-invested dollar** and fostering a diverse future workforce in Ohio.

**~\$2.9M**

Invested in Ohio communities surrounding Google's data centers in 2022 and 2023

*This report provides a summary of Google's data center impact. The overall impact of all Google operations is significantly larger, encompassing contributions beyond data centers, including economic benefits from its platforms, products, and services used across various sectors.*

Notes: 1. GDP stands for gross domestic product. 2. Google defines carbon-free energy (CFE) as any type of electricity generation that doesn't directly emit carbon dioxide, including (but not limited to) solar, wind, geothermal, hydropower, and nuclear. Sustainable biomass and carbon capture and storage (CCS) are special cases considered on a case-by-case basis, but are often also considered carbon free energy sources. 3. Google's CFE is influenced by various factors, such as overall electricity usage, purchases of carbon-free energy, technological advancements, and changes in the broader energy landscape. 4. STEM stands for science, technology, engineering, and mathematics.

# Economic Impact: 2021-2023<sup>1</sup>



~\$1,501M

## Annual Contribution to Local GDP

*Includes ~\$752M direct, ~\$271M indirect, and ~\$478M induced*



~17,140

## Annual Jobs Supported<sup>2</sup>

*Includes ~405 direct jobs, ~12,145 indirect, and ~4,585 induced*



~\$1,123M

## Annual Labor Income

*Includes ~\$41M direct, ~\$828M indirect, and ~\$253M induced*

Google's contribution to Ohio's GDP increased by ~95% between 2021 and 2023, compared to the state's overall GDP growth of ~7% during the same period.

Google's data center contribution to direct, indirect, and induced labor income in Ohio is equal to supporting ~17,080 households in the state each year.

## Top GDP Contributions



Construction

**(45% of Total GDP Contribution from Google's investments in Ohio)**



Other (various sectors such as real estate and professional, scientific, and technical services<sup>3</sup>)

**(55%)**

### Spotlight: Small Businesses

Google achieved and exceeded its goal to reach 22% of its total spending in Columbus on Minority and Women-Owned Business Enterprises. Due to the success of the diversity spending initiative, Google is expanding the work to projects in Lancaster and New Albany.

**Direct:** includes Google employees and contractors (incl. their payroll and benefits) and annual spend on Google's suppliers

**Indirect:** includes Google's suppliers' employees and contractors, the suppliers' payroll and benefits due to Google orders, and suppliers spend

**Induced:** includes impact generated by the household spending of Google's employees and their suppliers in their local economies

Notes: 1. GDP and labor income rounded to the nearest one-million; Jobs and household numbers rounded to the nearest multiple of five. 2. Google's support to jobs includes construction, engineering, networking, renewable energy jobs, security, and services, among others. 3. Includes computer systems, data processing, software services, and other computer-related facility management support, etc.

# Environmental Impact: 2022 & 2023<sup>1,2</sup>

**52% (2023)** vs. 41% (2023 Regional Grid)  
**60% (2022)** vs. 40% (2022 Regional Grid)

## 24/7 Carbon-Free Energy (CFE)

Google has matched 100% of its global annual electricity consumption with renewable energy purchases, and has further committed to operating at 24/7 CFE by 2030. This means matching electricity demand with CFE supply every hour of every day.

### Spotlight: Carbon Free Energy

To advance Google's 24/7 CFE commitment, in 2023, Google signed a Purchase Power Agreement with EDP Renewables (EDPR) to procure around **650 MW of solar energy via over 80 solar projects** throughout the US. EDPR noted that this agreement is the biggest corporate sponsorship for distributed generation in the US.

The first projects will begin in Ohio, with targeted operation by the end of 2024.

In addition to the energy benefits, it will also **reduce electricity bills for ~25K low-to-moderate income families.**

**1.10 (2023)**  
**1.14 (2022)** vs. 1.58 (industry average)

## Avg. Power Usage Effectiveness

Compared to the industry average, Google's Ohio data centers are achieving an 83% reduction in overhead power usage. For every watt of power used to run servers and network equipment, only 0.10 watts are used to run supporting infrastructure like cooling and lighting.

*"Our long-standing data center efficiency efforts are important because our data centers represent the vast majority of our direct electricity use. Google's [global] data center consumption was more than 24 TWh in 2023 which translates to approximately 7-10% of global data center electricity consumption."*

*- 2023 & 2024 Google Environmental Reports*

**158.1M Gal. (2023)**  
**49.6M Gal. (2022)**

## Water Consumption

Google strives to protect water quality and ecosystem health in the communities where it operates, including Ohio.<sup>3</sup>

## Sustainability Spotlight

Google supports Green Columbus' development of the Franklin County **Tree Equity Score Analyzer (TESA)** designed to improve the "Tree Equity Score" of the Census block. Leveraging Google's data, TESA provides support in identifying tree planting and preservation strategies to help **advance health outcomes, improve heat mitigation, and create resilient communities.**

Notes: 1. For more information on the environmental statistics, refer to the [2023 & 2024 Google Environmental Reports](#). 2. As applicable, the water consumption represents total water consumption across all data centers in the state; CFE and PUE are averages across data centers. 3. Google seeks to replenish 120% of the freshwater it consumes, on average, across its offices and data centers by 2030.



# Social Impact: 2022 & 2023<sup>1</sup>



~\$2.9M

Given to communities  
in 2022 and 2023

*Surrounding Google's data centers in Ohio in addition to other Google.Org programs<sup>2</sup>*



43

Organizations supported  
in 2022 and 2023

*Focused on education, workforce, and community development, among other areas*



~\$18

Social benefit per  
Google-invested dollar<sup>3</sup>

*Based on STEM educational program<sup>4</sup>*

## Google invested ~\$2.9M in Ohio communities, including:

### Career Readiness

In 2023, Google Skilled Trades and Readiness program partnered with Columbus State Community College to **provide pre-employment training to students.**

- The five-week course is intended to provide a full-time job for participants within construction, including carpentry, mechanical, electrical, plumbing, and other skilled trades roles – many of which end up contributing to **building Google's data center in New Albany, Lancaster, and Columbus.**
- *"I thought my dreams were crushed and crashed and over with, kaboom. But that's not true. **Because dreams can be realized no matter how old you are.**" - Kelly Lee, graduate entering a new full-time position as a pre-apprentice in carpentry.*

### STEM Education

In 2023, Google gave over \$49K to help students at Licking Heights Local Schools explore STEM careers.

- Google's investments helped **establish a robotics club and coding program** across five schools, generating the social benefit referenced above.
- Students felt empowered to demonstrate their learning. In particular, the **district's significant population of English Language Learners (ELLs)** took on leadership roles to showcase and teach their skills to others.

*"This was such an **amazing opportunity for our students, especially our ELL students, and ultimately our community...[it created] an infectious excitement among students.**"*

*- Vicki Willett, Technology Integration Specialist, Licking Heights Local Schools*

Notes: 1. When applicable, numbers were rounded to the nearest thousand. 2. The amounts listed are in addition to other Google programs, like Grow with Google, Google.Org's Impact Challenge, and other initiatives. 3. This calculation is directional and represents Google's step toward understanding social value associated with its community investments. 4. Calculation based on Licking Heights Local Schools programs.

# The Google Differentiator

Google recognizes that its data center operations and value chain can be engines of economic, environmental, and social progress. Google aims for its investments to catalyze positive spillover effects within Ohio.

## Google thinks about its investments holistically.

Google recognizes that it can catalyze greater impact when it **looks at its economic, environmental, and social efforts collectively**, which is why Google's 2024 Impact Study in Ohio articulates Google's impact across these three domains. As Google considers its future strategy in Ohio, it will continue to look for opportunities to keep digital infrastructure secure and sustainable while driving local economic development, fostering thriving communities, and spurring environmental stewardship.

## Google seeks to harness AI to drive innovation and accelerate climate action.

Google continues to invest in state-of-the-art infrastructure to **support its artificial intelligence (AI) efforts and rapidly grow the digital economy in Ohio**. However, Google recognizes that these benefits also come with increased energy usage and emissions and might have unintended consequences if not properly managed. As part of its AI for Sustainability strategy, Google is taking steps to use AI to **accelerate climate progress** and through its AI Opportunity Agenda, Google is providing recommendations for governments to **amplify the positive impacts** of AI for the broadest possible range of people.

## Google seeks to engage directly with community members to advance and measure impact.

Google continues to work closely with community members in Ohio to understand its impact and refine its strategy. This report represents a **step toward measuring impact as Google moves from measuring inputs to measuring impact and value**. This includes Google's approximation of a "social return on investment", intended to estimate the social value created per Google-invested dollar based on educational empowerment and future job opportunities. Google will continue to find ways to **be more transparent and articulate its impact to local communities** across all dimensions.

## Thank you!

*To the many community members and Googlers who strive to make Google's ambitious economic, environmental, and social goals a reality.*

*For additional information or any questions please reach out to:*



**Adria Troyer**  
Global Head of Strategy & Innovation,  
Google Data Centers  
[adriatroyer@google.com](mailto:adriatroyer@google.com)



**Shay Eliaz**  
Principal,  
Deloitte Consulting  
[seliaz@deloitte.com](mailto:seliaz@deloitte.com)

**DISCLAIMER:** This Impact Study was prepared by Deloitte Consulting LLP ("Deloitte") for Google LLC ("Google") during Fall 2024. The purpose of the study is to assess the economic, environmental, and social impacts of Google's data centers modeled from the years of 2021-2023. The modeling, analysis, and results shown as part of the impact are based on information provided directly by Google LLC, publicly available information, and third-party information. Any revisions to those data will affect the assessments shown as part of the study. To calculate economic impacts, this study used an input-output model developed by IMPLAN. In preparing this study, Deloitte has, without independent verification, relied on the accuracy of information made available by Google.

## Fairfield County commissioners pass \$68.5 million 2025 general fund budget



[Jeff Barron](#)

Lancaster Eagle-Gazette

**December 12, 2024**

LANCASTER –The Fairfield County commissioners on Tuesday passed the 2025 general fund budget of \$68.5 million. That is an approximate 5.3% decrease from the [2024 budget](#).

Revenue is expected to be \$66.1 million with expenditures estimated at \$68.4 million. Carry-over revenue from 2024 is \$39.6 million.

"I'm excited that we're in a good place going forward," commissioner Jeff Fix said. "This is a conservative budget and I feel good about that. Fairfield County continues to be in an incredibly strong financial position, and I'm grateful for that."

The commissioners also passed the all-funds budget of \$244.7 million. That budget includes various grants and other revenue streams for county departments.

The largest part of the general fund budget, \$20.4 million, is allocated to the sheriff's office and county jail. That figure represents 30% of that budget.

The budget also calls for non-bargaining employee merit-based raises up to 5% and an annual increase of \$2,500 for those earning \$50,000 and exceeding performance expectations.

Here are some more of the general fund budget's 2025 expenditures:

- \$2,058,950 for capital projects for the county workforce center, county building maintenance, and county parking lot maintenance and repair.
- \$447,263 for IT investments in cyber security and server cluster software.
- \$165,000 for court-appointed attorney costs.
- \$150,000 to Hicks Partners grant writing services.
- \$75,000 to the regional planning commission for model zoning code development.
- \$20,000 for veteran services outreach programs.

"Our mission continues to be serving, connecting, and protecting the citizens of Fairfield County and we fulfill that mission within our fiscal means," Commissioner Dave Levacy said in a statement. "The county is committed to workforce education and housing, transportation, and improved infrastructure while maintaining one of the lowest sales tax rates in the state. The 2025 budget process yielded a solid path for the future of Fairfield County, while still maintaining an eye on strong fiscal responsibility."

*[jbarron@gannett.com](mailto:jbarron@gannett.com)*

*740-681-4340*

*Twitter:X: [@jeffrey\\_ba7142](#)*



VALEDA A. SLONE  
Clerk

# FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street      Post Office Box 2390      Lancaster, Ohio 43130-5390

Telephone: 740-687-6621  
E-mail: clerk@fcmcourt.org  
Web: www.fcmcourt.org

December 6, 2024

Dr. Carri Brown  
Fairfield County Auditor  
210 E. Main Street  
Lancaster, OH 43130

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of November, 2024.

10% OSP Fines.....	\$1,073.95
Regular Fines.....	2,262.00
Uniform Fines.....	6,072.32
Gross Overload.....	7,540.00
50% Liquor Fines .....	262.50
OVI Housing.....	1,510.00
Sheriff's Department OVI.....	0.00
Affidavit of Indigency .....	1,419.67
Dog Fines.....	225.00
Parks & Recreation.....	25.00
Parks & Recreation OVI.....	0.00
Witness Fees .....	0.00
Expungement Fees .....	180.00
Jury Fees.....	262.50
<b>TOTAL.....</b>	<b>\$20,832.94</b>

Sincerely,

Valeda A. Slone  
Clerk of Court

xc: **Fairfield County Commissioners**  
Fairfield County Engineer  
Sheriff Alex Lape (FCSO)  
Deputy Robert Mead (FCSO)  
Fairfield County Dog Shelter

enclosures  
/tlh



United States Department of Agriculture

December 11, 2024

Chairperson  
Fairfield Commissioner's Office  
210 E Main St  
Lancaster, OH 43130

Dear Chairperson:

The USDA, Natural Resources Conservation Service (NRCS) is working with the Hunter's Run Conservancy District (known as the Sponsoring Local Organization, or sponsor) to develop a plan for rehabilitation of Dams 4 and 9 of the Upper Hocking River Watershed in Fairfield County, Ohio. The enclosed drawings show the location of the two dams and the surrounding areas. These structures have exceeded their 50-year service life and are no longer in compliance with Ohio's current dam safety standards nor NRCS design standards.

In accordance with NRCS policy<sup>1</sup> and Federal regulations<sup>2</sup>, NRCS is completing a Rehabilitation Plan and Environmental Assessment (Plan-EA) as the method for considering alternatives for the future of these two structures. This plan considers the environmental, cultural, social, economic, and public interest concerns associated with the potential remedies for these structures. As part of this process, NRCS is formally inviting your organization to participate in the planning and development of the Hunter's Run Structures 4 and 9 Plan-EA. We are hereby soliciting concerns and/or comments regarding the proposed rehabilitation of these two dams and offer a review of the work, to date. This request is being made because your agency has been identified as having special expertise or jurisdiction by law related to this project. As your agency may also have National Environmental Policy Act (NEPA) compliance responsibilities concerning this project or other future projects that may be evaluated in this Plan-EA, preparation of this document should also assist in fulfilling environmental review requirements for your organization and meet NEPA's intent of reducing duplication and delay between public entities.

#### About the Structures

The two structures were designed by NRCS as part of the system of eight major floodwater retarding structures for the purposes of protecting land inundation by providing temporary storage for runoff from approximately 50 percent of the watershed. While the eight structures were designed to work in tandem, the Plan-EA is only being developed for two of the structures and the supporting analyses do not take into consideration the environmental, cultural, social, and economic effects of the other six structures. Furthermore, the two structures will be considered as individual units for economic analysis once the alternatives to be carried forward for detailed analysis are developed. The decision to proceed with the planning for two structures rather than the eight structures as an integrated system was made based on the decision to complete the rehabilitation project for dams 4 and 9 in a timely manner and within the budget constraints of the Hunter's Run Conservancy District. Planning for other structures within the Upper Hocking watershed will commence based on the schedule and budgetary limitations of the sponsor.

---

<sup>1</sup> The National Watershed Program Manual (NWPM) provides policy for the delivery of technical and financial assistance authorized by either of the following:

- (i) Public Law 83-566, the Watershed Protection and Flood Prevention Act of 1954, as amended
- (ii) Public Law 78-534, the Flood Control Act of 1944

<sup>2</sup> the Council on Environmental Quality regulations implementing the National Environmental Policy Act (NEPA) at 40 CFR Section 1501.6

USDA Natural Resources Conservation Service  
200 North High Street, Room 522, Columbus, Ohio 43215-2478  
Voice: 614-255-2472 Fax: 8558549149

An Equal Opportunity Provider, Employer, and Lender



The dams provide flood protection to the City of Lancaster and property and infrastructure throughout the Upper Hocking River Watershed. These dams are currently classified as High Hazard Potential Dams. Although the dams do not pose any immediate concerns, they do not meet current Ohio Department of Natural Resources dam safety regulations and NRCS design standards. Based on the results of engineering analyses, the dams would likely experience breaching of the earthen auxiliary spillways and overtopping of the dam crest during the freeboard hydrograph (Probable Maximum Flood).

Alternatives for dam rehabilitation being considered include, but are not limited to:

- No action.
- Decommissioning (dam removal).
- Structural rehabilitation.
- Nonstructural measures.

Both dams were originally constructed in 1959/1960 with a 50-year service life. Based on historical pictures and imagery from that time, the areas around the dams were largely disturbed by the original construction. However, the footprints of the dams may be expanded during the anticipated project actions. Dam rehabilitation activities would likely involve ground disturbance by construction equipment such as backhoes, bulldozers, graders, and dump trucks. Disturbances around the dam may occur near the toe of the dam, the auxiliary spillway, principal spillway, impact basin, as well as along the access road and staging area. Disturbed areas would be regraded and vegetated post construction to mimic the current site conditions to the maximum extent practicable. In water work and vegetating, clearing/removal will be within Agency approved windows, as to avoid impacts to fish and wildlife. Best management practices such as erosion control devices, the placement of mats, or similar care working near wetlands and open water, low impact construction techniques, avoidance periods that might be deemed critical for sensitive species, restoration, and the prevention of the establishment of invasive species, will be administered pre- and post-construction.

A working draft of Plan-EA containing a description of the affected environment is available for review upon request by contacting Justin Glier directly via email at [Justin.Glier@usda.gov](mailto:Justin.Glier@usda.gov). You will be provided with a secure link to the electronic documents. We respectfully ask that you provide your comments by **January 17, 2025**. Information and data collected from this solicitation will be included in the Plan-EA. Once the Draft Plan-EA is finished, it will be circulated for an interagency and public comment period.

If you have any technical questions, please contact Justin Glier via email at [Justin.Glier@usda.gov](mailto:Justin.Glier@usda.gov). We look forward to hearing from you.

Sincerely,

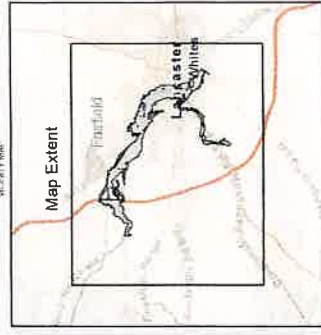


JOHN WILSON  
State Conservationist

Enclosures: Hunter's Run Structure 4 and 9 Project Area Maps

Cc: Justin Glier, Planning Engineer, Columbus, OH  
Lindel Jackson, Hunter's Run Conservancy District, Lancaster, OH  
Jonathan Ferbrache, Fairfield SWCD, Lancaster, OH  
Tim Sweeney, Planning Coordinator, Aterra Solutions, Sherwood, AR





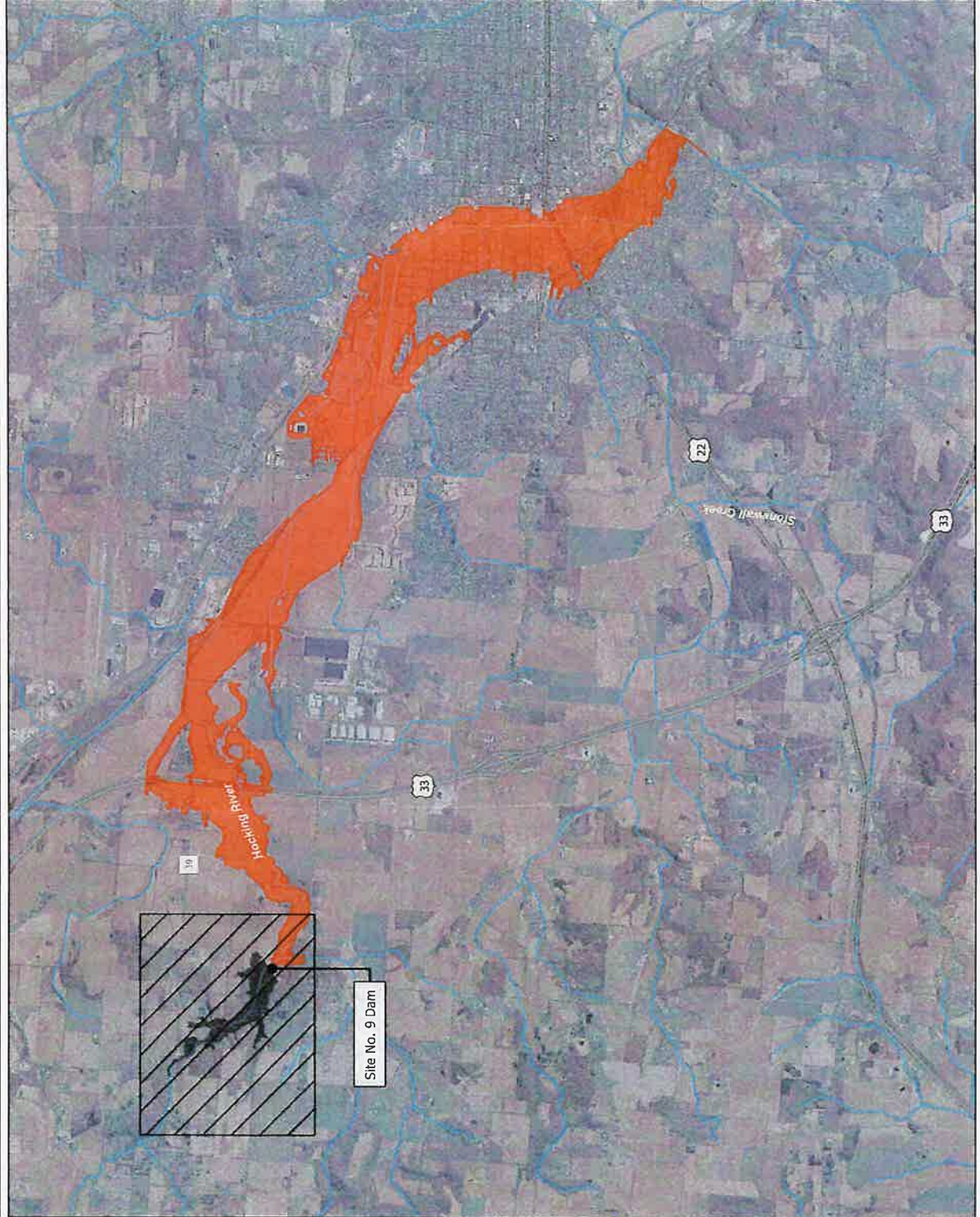
- Legend**
- Streams
  - Local Road
  - Highway
  - Preliminary Alternatives APE
  - Site No. 9 No Action Alternative APE
  - Existing Flood Pool Inundation Area of ASW
  - Crest

Map Date 10/12/2023  
 Source Esri, DeLorme, HERE, USGS, et al 2020  
 Projection NAD 1983 (2011) State Plane  
 Ohio South FIPS 3402 (US Feet)

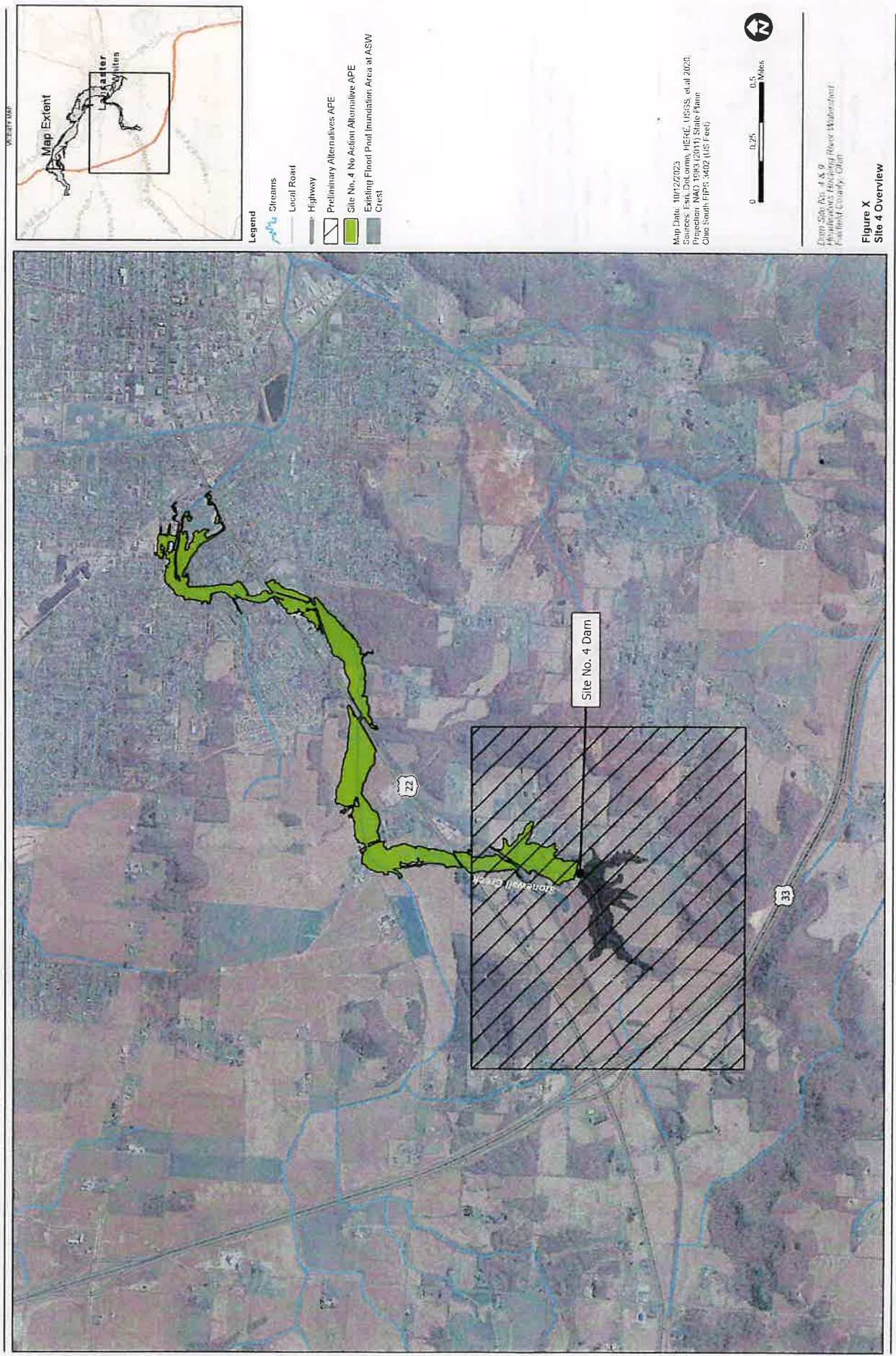


Dam No. 9, U.S. Army Waterfront  
 Franklin County, Ohio

**Figure X**  
**Site 9 Overview**







Dear **COMMISSIONERS DAVIS, FIX, & LEVACY**

As the year draws to a close, we want to express heartfelt gratitude for your partnership with Mid-Ohio Food Collective (MOFC). The work we do is possible because of our dedicated 17,000+ volunteers and the steadfast support of donors and individuals such as you across both public and private sectors.

Mid-Ohio Food Collective (MOFC) is the largest hunger relief organization in central and eastern Ohio. Through our five assets (the Mid-Ohio Foodbank, Mid-Ohio Farm, Mid-Ohio Pharmacy, Mid-Ohio Kitchen, and Mid-Ohio Market), MOFC addresses the root causes of hunger while working with more than 600 partner agencies in 20 counties. For how we are co-creating hunger-free, healthier communities in your area, please reference the attached county hunger impact report(s).

In our last fiscal year, we were able to deliver nearly 85 million pounds of food to over 500,000 neighbors, with over 50 million pounds being fresh, healthy sustenance. Over 400,000 wholesome meals were served by our kitchen. Our hunger and nutritional outreach was bolstered by innovative programming such as our food-as-health Pharmacy asset and cutting edge urban farms. We continue to expand our Market concept, offering healthy food in a grocery-like setting with additional available services. For more on our services, please visit [www.mofc.org](http://www.mofc.org) and always feel free to contact us.

But we recognize our work is far from done and the coming year will offer new challenges and opportunities to meet customer need in the right setting, at the right time. We are excited to continue our work with you and throughout the year we will be in contact on issues, such as the state and federal budgets, that directly impact our work.

Each time we hear a customer say “thank you,” those words reflect the collective efforts of everyone who stands with us to lift up our communities. On behalf of those we serve, the employees of Mid-Ohio Food Collective, and all who contribute to our mission – thank you.

May your holidays and the New Year be filled with joy and blessings!

Sincerely,

Matt Habash, President and CEO

Mike Hochron, Senior Vice President, Communications

Tim White, Director of Government Relations and Advocacy

Hallie Carrino-Lee, Manager of Government Relations and Advocacy





# Fairfield County Hunger Impact Report

2023

## Who's Hungry in our County?

**157,898**

people live in Fairfield County

**13,931 (9%)**

residents are living in poverty<sup>1</sup>

**38,734 (25%)**

are eligible for charitable food assistance<sup>2</sup>

Source: U.S. Census Bureau, 2022 American Community Survey estimates, Table C17002

## Families served here:

**67%**

had at least 1 senior or child in their home

**47%**

had 1 or more children in their home (under 18)

**27%**

had 1 or more seniors in their home (60+)

Service and Household data source: Mid-Ohio Food Collective PantryTrak system

## Feeding Fairfield County

How much food did Mid-Ohio Food Collective and its partner network distribute to Fairfield County in 2023?

**3,075,377**

pounds of nourishing food!

How many times  
did Fairfield County  
families get food?

**56,287**      **27% more**

service visits in 2023      visits than in 2022

## Food is Health

Research shows that consistent access to fresh food improves health outcomes for individuals, families, and communities.

**45.5%**

of food distributed was fresh food, including meat, dairy, eggs, fruits, vegetables, bread, and other perishable items.

## Leading Agency Partners

- LSS Choice Pantry – Fairfield
- Lancaster Fairfield CAA
- Lancaster Vinyard Church Pantry

Mid-Ohio Food Collective supplies food to more than 600 food pantries, soup kitchens, shelters, after-school programs, senior housing sites, and produce markets in 20 counties in central & eastern Ohio.

For more information or to volunteer, donate, advocate visit: [www.mofc.org](http://www.mofc.org)

1) Households living below 100% of the federal poverty level based on family size and income

2) People residing in a household with income below 200% of the federal poverty level based on family size. State of Ohio guidelines are more than four people may have a double hearing board review. (including persons with disabilities)

# LANCASTER & FESTIVAL

December 15, 2024

Mr. Steve Davis, Mr. David Levacy and Mr. Jeff Fix  
Fairfield County Commissioners  
210 E Main Street, #301  
Lancaster, OH 43130

Dear Steve, Dave and Jeff,

We wanted to thank you for your donation. Every act of your generosity helps us further our mission of bringing art and music to our community. Each year we continue to expand the reach of the Festival with new experiences and events for all. Your gift supports the continued mission of the Lancaster Festival. The staff and Board of Directors are sincerely grateful for your support of the 2024 season.

This letter lists your tax-deductible transactions for 2024. No goods or services were provided by the organization in return for the contribution(s). If you made any in-kind donations, we will send details in a separate letter. Please keep this for your tax records to claim your deduction.

<b>Date</b>	<b>Amount</b>	<b>Fund</b>	<b>Type</b>	<b>Deductible Amount</b>
2/26/2024	\$10,300.00	Lancaster Festival General Fund	Donation	\$10,300.00

Your total Deductible Amount is \$10,300.00.

Thank You,



Deb Connell  
Executive Director

The Lancaster Festival is a registered 501(c)(3) nonprofit organization with EIN# 31-1019091. Donations are tax deductible as allowed by law.

December 20, 2024

**BOARD OF COMMISSIONERS OF FAIRFIELD CO. OHIO  
210 EAST MAIN STREET  
LANCASTER, OH 43130**

**RE: Landowner 5-Day Prior Notification  
MPID 2406879 Site Visit and Survey  
Parcel: 0538500340**

Dear Landowner:

Please be advised that **Columbia Gas Transmission ("Columbia")** plans to perform routine surveying and Site-Visits along its wells and pipeline, located on or near your property in **FAIRFIELD County, Ohio**. Columbia Gas Transmission is a wholly owned indirect subsidiary of TC Energy Pipeline USA Ltd. Its principal office is located at 700 Louisiana Street, Houston, Texas 77002-2761.

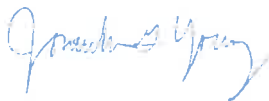
This project will involve the following activities: surveying and site-visits with the presence of workers and vehicles.

Columbia expects to begin surveying and site-visits the week of December 30, 2024 and continuing into the coming months. However, the expected start date is contingent upon external factors such as weather, and the scheduling of personnel and equipment.

Columbia is committed to providing landowners with clear and simple directions to address any concerns you may have prior to, or during our survey activities on your property. Should you have any questions or concerns, please do not hesitate to contact our **Land Representative Scott Richardson, at phone number 1-304-531-1977, or our Landowner Information Line at 1-877-287-1782, or email: [us\\_land@tcenergy.com](mailto:us_land@tcenergy.com).**

Columbia strives to be a good neighbor as it provides a safe, clean and reliable source of energy to many of the nation's consumers and industries. If you have any questions, we encourage you to call us.

Warmest Regards,



Jonathan Young  
Manager, US Land Services East





**FOR IMMEDIATE RELEASE**  
**Monday, December 16, 2024**

**Real Estate Tax Relief for Seniors and 100% Disabled Veterans Available through County Auditor**

**Lancaster, Ohio** – Homeowners aged 65 and older or those who are permanently and totally disabled may qualify for Ohio’s Homestead Exemption for property tax relief.

That relief is improved due to legislation passed in 2023. The Homestead income threshold and exemption amounts now adjust with inflation annually.

County Auditor Carri Brown, stated, “The Homestead Exemption program is an important program for Ohio. I am encouraged for how the state legislators have expanded the income threshold and exempted amount. They are supporting relief for seniors and disabled Veterans with their actions to improve the program.”

The new income threshold will adjust to \$40,000 for 2025, up from \$38,600 in 2024.

The exemption amount, which reduces the amount of the value of the property that is taxed, will increase to \$28,000 in 2025, up from \$26,200 in 2024.

Those currently on the program will automatically see the increased exemption amount.

Disabled veterans with a 100% disability rating and their surviving spouses qualify for an enhanced exemption. This amount also adjusts annually for inflation. The enhanced exemption value will increase from \$52,300 in 2024 to \$56,000 in 2025.

These amounts above apply to tax year 2024 (collected in calendar year 2025) for real property and to tax year 2025 (collected in calendar year 2025) for manufactured or mobile homes.

For more information on the Homestead program, please reach out to the Fairfield County Auditor’s office at (740) 652-7020.

Homestead application forms are available at:  
<https://www.co.fairfield.oh.us/auditor/Ohio-Homestead-Exemption-Program.html>

###

# Your Fairfield County Auditor's Office: BY THE NUMBERS



## We Serve. We Protect. We Connect.

**165,360** POPULATION → **3** CITIES | **13** TOWNSHIPS | **12** VILLAGES

**Aa2** BOND RATING | **\$200+ Million** ALL FUNDS BUDGET



**287.3 M**  
Capital assets



**74,000+**  
Parcels



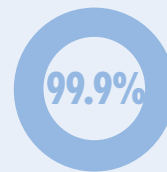
**\$100M+**  
New construction  
assessed

**WHY DO WE EXIST?** We provide leadership with essential financial reporting and data management services to improve accountability, trustworthiness, and credibility in the private and public sectors.

**800**  
Surveys  
collected

**433**  
Address  
changes  
made online

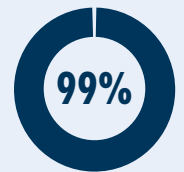
### Of the Participants Surveyed...



felt they were able to discuss their specific topic



stated they received courteous customer service



think the Auditor should continue holding informal hearings

GIS created a virtual tour of county buildings that can be found on the Fairfield County homepage

**DID YOU KNOW?**



**28,764**  
Checks/EFTs issued



**445**  
Vendor licenses issued



**6,720**  
Properties conveyed annually



Financial systems technology updated



**10,117**  
Water bottles saved



Hotel/motel tax tech improvements

Modernized Minimum Conveyance Standards

**DID YOU KNOW?**

**70%**  
Conveyances processed electronically

**19,547**  
Dog licenses issued

**\$5.94B+**  
Total county-wide assessed valuation

**112,016**  
Registered voters

Fairfield County has the lowest sales tax rate in the region

**DID YOU KNOW?**

**4,950**  
Social media followers

**1 Day**  
Public records requests answered, on average

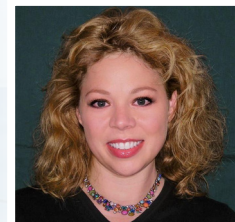
**45**  
BOR hearings held

**45+**  
Press releases issued

Data current as of November 2024

**"Awesome folks working here! The best in Government! Very courteous and helpful with my needs. They went over and beyond helping me. Fantastic service! Best I've found anywhere."**

Respondent of customer survey



**Dr. Carri Brown**  
Fairfield County Auditor

### CONTACT US!

740-652-7020 • [co.fairfield.oh.us/auditor](http://co.fairfield.oh.us/auditor) • [Facebook](https://www.facebook.com/FairCoAuditor) • [Instagram](https://www.instagram.com/FairCoAuditor) • [LinkedIn](https://www.linkedin.com/company/fairfield-county-auditor)

# Your Fairfield County Auditor's Office: Strategic Plan



**The mission** of the Fairfield County Auditor's Office is to perform statutory duties with excellence, integrity, and innovation while embracing outstanding internal and external customer service to continuously improve county government.

## THEMES

Provide Supervisory Support & Coaching Opportunities for Team Members	Focus on Strengths & Customer Service	Improve Communication and Outreach	Improve Use of Technology and Records Management Processes	Update Financial and REA Processes to Add Value
---	---------------------------------------	------------------------------------	--	---

## GOALS ACHIEVED

<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ All-staff touch-base meetings</li> <li>✓ All-staff survey</li> <li>✓ Position description updates</li> <li>✓ In-services re: referrals and annual retreats</li> <li>✓ Issued an office Code of Ethical Conduct</li> <li>✓ Request by CAAO to create and host leadership conferences</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Mid-term and annual performance assessments</li> <li>✓ 1:1 meetings: Time with the County Auditor Initiative</li> <li>✓ In-services and annual retreats</li> <li>✓ Team building and recognition activities</li> <li>✓ Strengths assessments</li> <li>✓ Individualized, goal-setting coaching sessions</li> <li>✓ Performance assessment activities supervisor training</li> <li>✓ Received tech-credit grants</li> <li>✓ Celebrate Women &amp; Leadership Summit</li> <li>✓ Members of AGA, GFOA, and CPIM - attend multiple seminars and led conferences</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ Developed a traveling trophy award: The Excellence Project</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ Championed customer service standards</li> <li>✓ Happiness Project to increase community engagement and build upon individual strengths</li> <li>✓ Honored those with exceptional Weights &amp; Measures practices</li> <li>✓ Inventory assignments for efficiency and to support internal customers</li> <li>✓ Continuity of operations plans</li> <li>✓ Documented open meeting procedures for the TIRCs, BOR, and Budget Commission</li> <li>✓ Met all deadlines for payroll and financial reporting</li> <li>✓ Conducted outreach with associations and the general public (more than 60 presentations conducted)</li> <li>✓ Provided same-day legal review for lot splits</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Record 98% CAUV apps returned prior to deadline</li> <li>✓ Created lot splits factsheet to help with house development</li> <li>✓ Conducted internal trainings</li> <li>✓ Two-week onboarding training for new employees</li> <li>✓ Conducted customer surveys</li> <li>✓ Developed Lot Split Application</li> <li>✓ Developed DoLink for Settlements</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ NACO Achievement Award for Board of Revision services and statewide references</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ 300 visitors to REA building during Tour of Homes</li> <li>✓ Hosted Real Estate Summit</li> <li>✓ Partnered with OSU Ext. for landscaping project</li> <li>✓ Public records request response: one-day average</li> <li>✓ Website inquiry response: one-day average</li> <li>✓ Tripled social media presence</li> <li>✓ Updated office directory with purpose statements and contact information</li> <li>✓ Monthly newsletter for internal and external customers</li> <li>✓ 60+ news releases distributed, (Up from 0 in 2021)</li> <li>✓ Proclamations for accounting/appraising skill awareness, GIS, W&amp;M</li> <li>✓ Multiple Auditor fact sheets and videos</li> <li>✓ Updated websites to provide more information for the public</li> <li>✓ Served as subject matter experts to other counties</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Attended township, school district, and other entity meetings</li> <li>✓ Conducted all access training</li> <li>✓ Conducted ethics training</li> <li>✓ Conducted mental health first aid training</li> <li>✓ Partnered with Ohio Prisons for workforce training</li> <li>✓ Conducted fraud/risk management training</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ GIS partnership with public safety to improve response times</li> <li>✓ New informal hearing electronic scheduling option</li> <li>✓ Electronic signature process</li> <li>✓ Electronic option for the conveyance of property, now used more than 70% of the time</li> <li>✓ Map of the Month initiative</li> <li>✓ New monitoring tool for financial systems technology</li> <li>✓ Participated in Records Commission</li> <li>✓ Reviewed websites for ADA-compliance</li> <li>✓ Maintained current technology for GIS users, including multiple county entities</li> <li>✓ Managed software as a service function for financial systems to reduce down time</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Participated in county-wide IT group</li> <li>✓ Cybersecurity training for team</li> <li>✓ Implemented AI for improved motel lodging tax collections to benefit tourism</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ GIS received 1<sup>st</sup> place in the statewide Analytic Mapping Contest</li> <li>✓ GIS showing leadership in statewide workgroup to improve digital parcels</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ Intentional in-reach strategies to help internal customers</li> <li>✓ Fact sheets to support local school districts and libraries</li> <li>✓ New capitalization threshold and depreciation</li> <li>✓ Waived requirements for Budget Commission formal hearings</li> <li>✓ Participated in multiple work groups to improve countywide services</li> <li>✓ Improved technology deliverables</li> <li>✓ Contract monitoring tool</li> <li>✓ Civic education tools for real estate assessment; three videos</li> <li>✓ Updated Internal Control Manual</li> <li>✓ Informal hearings</li> <li>✓ Appraisal and new construction notices</li> <li>✓ Minimum standards for conveyance of property</li> <li>✓ Conduct of TIRC meetings, established website presence</li> <li>✓ Efficiency of Board of Revision processes</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ New GASB Standards</li> <li>✓ Payroll training activities, inter- and intra-departmentally</li> <li>✓ Payroll onboarding processes</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ Excellence Awards for Financial and Popular Reporting</li> <li>✓ Auditor of State Award with Distinction</li> </ul>
--	--	---	--	--

## HONORS...

- AGA Excellence in Government Service
- Ohio University Recognition of Distinction
- DD Partner of the Year
- Jane Johnsen Award
- Floyd Wolfe Award
- CLE Commission
- Community Choice Employer of the Year
- USA Today Top Employer
- National Award of Excellence in Financial Reporting
- National Award of Excellence in Popular Reporting
- Inaugural OU Women's Leadership Summit
- Staff featured in state and local news publications
- 1<sup>st</sup> Place Statewide Analytical Maps (GIS)
- National Compendium of GIS Best Practices
- Best Practice for Civic Outreach - Athens Advocacy
- 100% of team achieved a Certificate of High Performance Leadership for National Association of Counties (NACO)
- Dr. Carri Brown, 2023 FBI Citizenship Academy and Community Emergency Response Team training graduate
- Coronet Awards from the Fairfield County Heritage Association

## PRESENTATIONS AVAILABLE

- Proper Public Purpose
- Grants 101
- Leadership Training
- Strategic Planning
- The Role of Local Government and the County Auditor

## CONTACT US!



Your Fairfield County Auditor's Office:  
**WINS OF THE WEEK**

**December 12, 2024**

**Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...**

Thanks for how the County Auditor's team is working through all the complex **year-end processes** for Finance and REA. Thanks to Weights and Measures for staying on top of the planned visits from the state and for coordinating the annual reports for the county.

**On Monday, we shared multiple fact sheets with CAAO. There was strong interest in how we are communicating and conducting education and outreach in Fairfield County.**

At the final Commissioners' meeting of the year, the annual budget for 2025 was passed. Thanks for the work that goes into the approvals at the **major category level**. This legal level of control really helps with efficiency throughout the year.

**Thanks to the Commissioners for the holiday celebration on December 10.**

Carri attended her final meeting with **Destination Downtown Lancaster** on December 10. She is going to continue to volunteer, but she is no longer going to serve on the Board. There are multiple people who are eager to serve on this board. It has been such a wonderful experience to be connected with DDL.

A very efficient **Joint Economic Development District meeting was held with Lancaster on Wednesday**. Carri chairs two JEDDs at the present time. We have planned the **Tax Incentive Review Council Meetings for 2025**. Carri is responsible for chairing these meetings.

**Bev Hoskinson led an ERP governance meeting on Thursday. This group informs us on training and programmatic aspects of ERP. There is a 2025 project for decentralization of the purchase order process, which maintains control and improves efficiency. Thanks to the committee members for working on this process, which has a strong business case and return on investment. There are multiple plans for trainings in 2025.**

**CONTACT US!**

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
co.fairfield.oh.us/auditor • X FairCoAuditor • f FairfieldCountyAuditor • @ FairCoAuditor • in fairfield-county-auditor



## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

We will have representation at the **MCJDC Christmas celebration on Friday**. What a great celebration!

**Noel Sodders, Josh Harper, and Mesina Clark are attending the annual economic development update for 2024**. Understanding the economic development landscape is helpful to REA and to the settlement and administrative activities.

### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
[co.fairfield.oh.us/auditor](https://co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor





## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

December 19, 2024

**Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...**

We had a fabulous all-team meeting on December 16<sup>th</sup>. **Thanks to Lillian ZarZar for joining us for an in-service about the communication principles of leadership.** Thanks to Scott Brown from the State Auditor's Office for the proclamation about the AGA Leadership in Government Award. We celebrated additional superlatives from the year. And we reminded everyone about the tasks that need to be accomplished as we plan for the annual retreat in January.

We updated **our "interning the workforce" fact sheet.** This fact sheet has been used to inspire interns in other areas. It includes lessons learned from internships. This week, we welcomed Bobby back as an intern for the next three weeks, following up on his summer internship.

Carri connected with **Athens County Auditor, Jill Thompson,** on Wednesday, and we continue to be supportive of our colleagues in Ohio.

We held a **Christmas potluck on Thursday.**

We held meetings about **technological upgrades, tax deadlines, and the sexennial update. We are making progress on all these areas. Thanks to Noel Soddors and Josh Harper as they gear up for year end processes within Enterprise Assessment and Tax.**

Carri completed the **NACo AI leadership academy this week.** There were additional employees to complete NACo courses. At the retreat, we will have a full list.

**We issued a press release to communicate about the Homestead program improvements. The social media responses have been positive.**

**Dog licensing tasks are progressing in positive ways and as expected. Thanks to Kayla Speakman for her leadership. Thanks to the Clerk of Courts for their partnership. Thanks to the full team for their teamwork.**

### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor





## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

***Thanks to Patrick Brighton and Carter Corcoran for their ongoing leadership with weights and measures reporting. Year-end deadlines are fast approaching!***

Thanks to everyone who has gathered information to support the effort to ***create the year in review fact sheet. This fact sheet has received a lot of positive feedback.***

***We updated our strategic plan*** for improvements with the purchase order process and for technology projects.





Reporting functions with Finance were also improved and planned for 2025 conversions. ***Lori Hampshire led the accounts payable reporting.*** Financial year-end processes are progressing well. Thanks to Meagen Bowland, Lori Hampshire, Angel Horn, and team members for their leadership.

Thanks to Bev Hoskinson for preparing narratives and resources about ***vendor redirection activities and proper public purpose.***

Dave Burgei reported that the ***online appointment scheduling process*** is going well. Special thanks to Makala Finley and Crystal Walker for their leadership with this project.

***Within the County Auditor's Office, more than 1,000 GEMS were issued in 2024! Thanks for supporting and recognizing team members.***

### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
co.fairfield.oh.us/auditor •  FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor



## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

December 26, 2024

**Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...**

Thanks to **Angel Horn and Amanda Rollins** for planning for the last Budget Commission meeting of the year!

**The strategic plan was updated this week.** The new plan is from 2025-2030. Thanks to the team for their organization and thoughtfulness. We will continue to make updates.

We are gearing up for the **January retreat!** Thanks for the planning and work that is happening ahead of the retreat.

This week, there was a good meeting for the **lot split application**. That project progresses very well. On Monday, we were able to see all the screens that would be presented during the process.

The **DocLink communication and planning** continues to progress as well.

Thanks to **Patrick Brighton and Carter Corcoran** for meeting the year-end deadlines for **weights and measures**.

Thanks to **Finance** for the good work with year-end.

**Thanks to Jen and the Payroll Team** for making some updates about holidays.

Thanks to **REA** for the progress with reporting. We await information from the state.

**Congratulations to Bev Hoskinson for earning the traveling trophy award for 2024. Honorable mention goes to Dave Burgei and Josh Harper. These awards are determined by County Auditor employees.**

### CONTACT US!





Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



Your Fairfield County Auditor's Office:  
**WINS OF THE WEEK**

*Happy New Year – 2025 is going to be a great year!*

**CONTACT US!**

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
[co.fairfield.oh.us/auditor](https://co.fairfield.oh.us/auditor) •  FairCoAuditor •  FairfieldCountyAuditor •  FairCoAuditor •  fairfield-county-auditor



## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

January 2, 2025

**Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...**

Happy New Year!

Month-end and year-end are progressing as expected. Thanks to Finance, especially Lori Hampshire and Meagan Bowland, for their teamwork! Thanks to Mesina Clark and Kayla Speakman for their eagerness with learning opportunities. Thanks to Angel and Bev for their leadership and to Jen and Michelle for their systems control.

Thanks to Settlements and Administration for their hard work in verifying gross rates so quickly. Amanda Rollins has learned a lot this year and is doing a fabulous job with support of Angel Horn and team.

Great job to Josh Harper, Noel Soddors, and the full REA team for their great work in with the year-end process of Enterprise Assessment and Tax.

Clayton Finley has a great "bravo" of the week! He helped a surveyor understand a parcel to be surveyed, and he had very little information to evaluate. He used some good powers of deductive reasoning to help.

Thanks to Bev Hoskinson for serving on the financial planning and supervision commission for Madison Township.

An efficient budget commission meeting was held on Monday, December 30<sup>th</sup>. Thanks to the team for the new procedures for the budget commission. All is working well with the monthly meetings. Thanks, again, to Angel Horn for preparing the packets for the December 30<sup>th</sup> meeting.

Thanks to Meagen Bowland for participating in 1099 training and preparing so well for this annual task of creating 1099s.

### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

We have planned a content-rich retreat for the evening of January 6<sup>th</sup>. Thanks to the library for hosting us.

Bravo to Stacy Knight for the updates to the map of the month: locations of little libraries in Fairfield County.

We have a quarterly monitoring procedure in place for vendor cards. Thanks to Rachel Elsea for making sure the appointments are on our calendars.

Thanks to Linda O'Toole, Crystal Walker, and Makala Finley for the updated BOR procedures.

BRAVO to the testing group for DocLink! What progress we are making!

We welcomed Dolly Jones to our team. Thanks to Kayla Speakman for designing a thorough training plan.

### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030  
[co.fairfield.oh.us/auditor](https://co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor





To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: January 2, 2025  
Subject: 2024- Year in Review; Public Records Requests; Customer Service Standards; and the Homestead Program Update

### **2024 - Year in Review**

Please see the attached fact sheet about 2024 in review.

### **Public Records Requests**

In 2024, there were 89 public records requests made of the County Auditor's Office. The mode response time was 1 day, as was the median response time.

### **Customer Service Standards and Statistics**

The County Auditor's Office sets standards for customer service. The target response time for phone calls and emails is 1 day, while the targeted response time for a written response is 5 days. Courtesy, accuracy, and speed in responses are important expectations for the public.

### **Homestead Program**

Homeowners aged 65 and older or those who are permanently and totally disabled may qualify for Ohio's Homestead Exemption for property tax relief. That relief is improved due to legislation passed in 2023. The Homestead income threshold and exemption amounts now adjust with inflation annually.

The new income threshold will adjust to \$40,000 for 2025, up from \$38,600 in 2024.

The exemption amount, which reduces the amount of the value of the property that is taxed, will increase to \$28,000 in 2025, up from \$26,200 in 2024.

***Those currently on the program will automatically see the increased exemption amount.***

Disabled veterans with a 100% disability rating and their surviving spouses qualify for an enhanced exemption. This amount also adjusts annually for inflation. The enhanced exemption value will increase from \$52,300 in 2024 to \$56,000 in 2025.

These amounts above apply to tax year 2024 (collected in calendar year 2025) for real property and to tax year 2025 (collected in calendar year 2025) for manufactured or mobile homes.

#### **CONTACT US!**

Settlements/Admin - (740) 652-7020 • Real Estate - (740) 652-7030

[co.fairfield.oh.us/auditor](http://co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



Your Fairfield County Auditor's Office:  
**BY THE NUMBERS**

# We Serve. We Protect. We Connect.

**165,360** POPULATION } **3** CITIES | **13** TOWNSHIPS | **12** VILLAGES

**Aa2** BOND RATING | **\$200+ Million** ALL FUNDS BUDGET



**287.3 M**  
Capital assets



**74,000+**  
Parcels



**\$100M+**  
New construction assessed

**DID YOU KNOW?**

Fairfield County unemployment and poverty rates are below state average.



**28,764**  
Checks/EFTs issued



**445**  
Vendor licenses issued



**6,720**  
Properties conveyed annually

Modernized Minimum Conveyance Standards

**DID YOU KNOW?**

**70%**  
Conveyances processed electronically

**19,547**  
Dog licenses issued

**\$5.94B+**  
Total county-wide assessed valuation

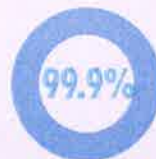
**112,016**  
Registered voters

**WHY DO WE EXIST?** We provide leadership with essential financial reporting and data management services to improve accountability, trustworthiness, and credibility in the private and public sectors.

**800**  
Surveys collected

**433**  
Address changes made online

**Of the Participants Surveyed...**



felt they were able to discuss their specific topic



stated they received courteous customer service



think the Auditor should continue holding informal hearings

GIS created a virtual tour of county buildings that can be found on the Fairfield County homepage

**DID YOU KNOW?**



Financial systems technology updated



**10,117**  
Water bottles saved



Hotel/motel tax tech improvements

Fairfield County has the lowest sales tax rate in the region

**DID YOU KNOW?**

**4,950**  
Social media followers

**1 Day**  
Public records requests answered, on average

**45**  
BOR hearings held

**45+**  
Press releases issued

Data current as of November 2024



*"Awesome folks working here! The best in Government! Very courteous and helpful with my needs. They went over and beyond helping me. Fantastic service! Best I've found anywhere."*

Respondent of customer survey



**Dr. Carri Brown**  
Fairfield County Auditor

**CONTACT US!**

740-652-7020 • [co.fairfield.oh.us/auditor](http://co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



# Your Fairfield County Auditor's Office: Strategic Plan



*The mission of the Fairfield County Auditor's Office is to perform statutory duties with excellence, integrity, and innovation while embracing outstanding internal and external customer service to continuously improve county government.*

THEMES				
Provide Supervisory Support & Coaching Opportunities for Team Members	Focus on Strengths & Customer Service	Improve Communication and Outreach	Improve Use of Technology and Records Management Processes	Update Financial and REA Processes to Add Value
GOALS ACHIEVED				
<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ All-staff touch-base meetings</li> <li>✓ All-staff survey</li> <li>✓ Position description updates</li> <li>✓ Inservices re: referrals and annual retreats</li> <li>✓ Issued an office Code of Ethical Conduct</li> <li>✓ Request by CAAO to create and host leadership conferences</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Mid-term and annual performance assessments</li> <li>✓ 1:1 meetings: Time with the County Auditor Initiative</li> <li>✓ In-services and annual retreats</li> <li>✓ Team building and recognition activities</li> <li>✓ Strengths assessments</li> <li>✓ Individualized, goal-setting coaching sessions</li> <li>✓ Performance assessment activities supervisor training</li> <li>✓ Received tech-credit grants</li> <li>✓ Celebrate Women &amp; Leadership Summit</li> <li>✓ Members of AGA, GFOA, and CPIM - attend multiple seminars and led conferences</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ Developed a traveling trophy award: The Excellence Project</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ Championed customer service standards</li> <li>✓ Happiness Project to increase community engagement and build upon individual strengths</li> <li>✓ Honored those with exceptional Weights &amp; Measures practices</li> <li>✓ Inventory assignments for efficiency and to support internal customers</li> <li>✓ Continuity of operations plans</li> <li>✓ Documented open meeting procedures for the TIRCs, BOR, and Budget Commission</li> <li>✓ Met all deadlines for payroll and financial reporting</li> <li>✓ Conducted outreach with associations and the general public (more than 60 presentations conducted)</li> <li>✓ Provided same-day legal review for lot splits</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Record 98% CAUV apps returned prior to deadline</li> <li>✓ Created lot splits factsheet to help with house development</li> <li>✓ Conducted internal trainings</li> <li>✓ Two-week onboarding training for new employees</li> <li>✓ Conducted customer surveys</li> <li>✓ Developed Lot Split Application</li> <li>✓ Developed DoLink for Settlements</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ NACO Achievement Award for Board of Revision services and statewide references</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ 300 visitors to REA building during Tour of Homes</li> <li>✓ Hosted Real Estate Summit</li> <li>✓ Partnered with OSU Ext. for landscaping project</li> <li>✓ Public records request response: one-day average</li> <li>✓ Website inquiry response: one-day average</li> <li>✓ Tripled social media presence</li> <li>✓ Updated office directory with purpose statements and contact information</li> <li>✓ Monthly newsletter for internal and external customers</li> <li>✓ 60+ news releases distributed, (Up from 0 in 2021)</li> <li>✓ Proclamations for accounting/appraising skill awareness, GIS, W&amp;M</li> <li>✓ Multiple Auditor fact sheets and videos</li> <li>✓ Updated websites to provide more information for the public</li> <li>✓ Served as subject matter experts to other counties</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Attended township, school district, and other entity meetings</li> <li>✓ Conducted all access training</li> <li>✓ Conducted ethics training</li> <li>✓ Conducted mental health first aid training</li> <li>✓ Partnered with Ohio Prisons for workforce training</li> <li>✓ Conducted fraud/risk management training</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ GIS partnership with public safety to improve response times</li> <li>✓ New informal hearing electronic scheduling option</li> <li>✓ Electronic signature process</li> <li>✓ Electronic option for the conveyance of property, now used more than 70% of the time</li> <li>✓ Map of the Month initiative</li> <li>✓ New monitoring tool for financial systems technology</li> <li>✓ Participated in Records Commission</li> <li>✓ Reviewed websites for ADA-compliance</li> <li>✓ Maintained current technology for GIS users, including multiple county entities</li> <li>✓ Managed software as a service function for financial systems to reduce down time</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ Participated in county-wide IT group</li> <li>✓ Cybersecurity training for team</li> <li>✓ Implemented AI for improved motel lodging tax collections to benefit tourism</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ GIS received 1<sup>st</sup> place in the statewide Analytic Mapping Contest</li> <li>✓ GIS showing leadership in statewide workgroup to improve digital parcels</li> </ul>	<p><b>Accomplishments:</b></p> <ul style="list-style-type: none"> <li>✓ Intentional in-reach strategies to help internal customers</li> <li>✓ Fact sheets to support local school districts and libraries</li> <li>✓ New capitalization threshold and depreciation</li> <li>✓ Waived requirements for Budget Commission formal hearings</li> <li>✓ Participated in multiple work groups to improve countywide services</li> <li>✓ Improved technology deliverables</li> <li>✓ Contract monitoring tool</li> <li>✓ Civic education tools for real estate assessment; three videos</li> <li>✓ Updated Internal Control Manual</li> <li>✓ Informal hearings</li> <li>✓ Appraisal and new construction notices</li> <li>✓ Minimum standards for conveyance of property</li> <li>✓ Conduct of TIRC meetings, established website presence</li> <li>✓ Efficiency of Board of Revision processes</li> </ul> <p><b>Training/Development:</b></p> <ul style="list-style-type: none"> <li>✓ New GASB Standards</li> <li>✓ Payroll training activities, inter-and intra-departmentally</li> <li>✓ Payroll onboarding processes</li> </ul> <p><b>Awards:</b></p> <ul style="list-style-type: none"> <li>✓ Excellence Awards for Financial and Popular Reporting</li> <li>✓ Auditor of State Award with Distinction</li> </ul>

## HONORS...

- AGA Excellence in Government Service
- Ohio University Recognition of Distinction
- DD Partner of the Year
- Jane Johnsen Award
- Floyd Wolfe Award
- CLE Commission
- Community Choice Employer of the Year
- USA Today Top Employer
- National Award of Excellence in Financial Reporting
- National Award of Excellence in Popular Reporting
- Inaugural OU Women's Leadership Summit
- Staff featured in state and local news publications
- 1<sup>st</sup> Place Statewide Analytical Maps (GIS)
- National Compendium of GIS Best Practices
- Best Practice for Civic Outreach - Athens Advocacy
- 100% of team achieved a Certificate of High Performance Leadership for National Association of Counties (NACO)
- Dr. Carri Brown, 2023 FBI Citizenship Academy and Community Emergency Response Team training graduate
- Coronet Awards from the Fairfield County Heritage Association

## PRESENTATIONS AVAILABLE

- Proper Public Purpose
- Grants 101
- Leadership Training
- Strategic Planning
- The Role of Local Government and the County Auditor

### CONTACT US!

**From:** [Elsea, Rachel A](#)  
**To:** [Elsea, Rachel A](#)  
**Subject:** Wednesday's Word to the Wise - Proper Public Purpose  
**Date:** Wednesday, December 18, 2024 11:33:41 AM  
**Attachments:** [Res 2021-07.06.b - Meetings, Trainings and Community Engagement Expenses.pdf](#)  
[PPM Section 2 12.pdf](#)  
[PPM Attachment C - Credit Card Policy.pdf](#)  
[proper-public-purpose-05.18.22.pdf](#)  
[image001.png](#)

---

Happy Wednesday, everyone!

As we close out calendar year 2024 and approach the 2025 financial reporting period, it is a good time for a reminder regarding our responsibility to ensure **Proper Public Purpose** criteria is achieved.

Auditor of State Technical Bulletins consistently address two criteria regarding proper public purpose.

1. Governments **may not make expenditures of public monies *unless they are for a valid public purpose.***
2. A governmental action or direction **must benefit the populace as a whole.**

In support of achieving compliance against expenditure of public money we can point to the following guidelines (attached).

- **Resolution 2021-07.06.b** – Meetings, Trainings and Community Engagement Expenses
  - Two key considerations to follow.
    - The expenditure is required for the general good of all inhabitants
    - The primary objective of the expenditure is to further a public purpose.
  - Payment shall be supported by an agenda and/or summary of the business meeting or training, AND shall be processed within the normal, customary process.
  - *De Minimis* food or refreshments – in addition to the items listed above, a one-page evaluation of the community engagement should be preapproved by an appointing authority which includes the number expected to attend and the envisioned results of the engagement.
    - Documentation should always include the following.
      - Public Purpose of Meeting/Training
      - Documented with agenda, attendance records, minutes, and summaries.
      - Documented approval at management level.
      - Simple, de minimis expenditures.
- **Personnel Policy Manual** (located on the intranet under [Personnel-Policy-Manual-2024.pdf](#))
  - **Section 2:12** – Credit and Vendor Cards
  - **Addendum C** – Credit Card Policy
    - Review the updated Credit Card Policy and ensure charges to a county credit card meets proper public purpose.
    - Departmental policies should be reviewed and include references to

achieving proper public purpose when making expenditures.

- **County Auditor – Proper Public Purpose slideshow presentation**
  - In addition to the Internal Control manual (located on the intranet under [Publications and Forms - Auditor - Fairfield County, Ohio](#)) the slideshow presentation is an excellent resource.

**If in doubt, ask before a purchase is made** and avoid the fraud triangle! The fraud triangle is a framework commonly used to explain the reason behind an individual's decision to commit fraud. These include (1) opportunity, (2) incentive, and (3) rationalization.

By familiarizing yourself with the appropriate protocol and adhering to the county's policies, your efforts will help ensure compliance is achieved. Maintaining compliance ultimately reduces exposure to an Auditor of State – Finding for Recovery.

- Most findings for recovery are due to lack of documentation.
- An expenditure may be for a proper public purpose, but lack of documentation makes it impossible to justify the expense.

Please contact Bev Hoskinson at 740-652-7042 for guidance or questions.



### **Beverly Hoskinson, CPM**

Deputy Auditor – Financial Systems  
Financial Systems Director • Auditor's Office

---

+ ☎ [\(740\) 652-7042](tel:(740)652-7042)

🖨 <https://www.co.fairfield.oh.us/auditor/>

✉ [beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)

📍 [210 E. Main St., 2<sup>nd</sup> Floor, Lancaster, OH 43130](#)





**From:** [Hoskinson, Beverly A](#)  
**To:** [Group-Everyone](#)  
**Subject:** Word to the Wise – Redirect and Phishing Schemes  
**Date:** Tuesday, December 24, 2024 5:25:51 AM  
**Attachments:** [Vendor Changes 071824 2024-003 AOS Bulletin.pdf](#)  
[Vendor Changes 071824 Vendor Change Form D-2 Fillable.pdf](#)  
[Redirect-AOS Payment Security Checklist.pdf](#)  
[image001.png](#)

---

Merry Christmas Eve!

The Auditor's Financial Systems Office would like to remind everyone to refresh your knowledge regarding vendor security measures and protocols.

[Auditor of State – Keith Faber recently released \*The General Standard – December 2024 – Central Region\* communication.](#)

Ohio is facing a growing threat from cybercriminals using payment redirect and phishing schemes to impersonate trusted vendors or employees. These crimes have resulted in **significant financial losses** at public institutions across the state.

Preventing these attacks requires robust safeguards and a security-conscious culture. I encourage every organization to verify any changes to vendor or employee payment information using only independent, **in-person** confirmation, and to implement dual authorization procedures to approve and initiate payments.

You can learn more about these schemes (including real life examples) and how to protect your organization here: [How to Protect Your Organization from Spear Phishing and Payment Redirect Scams](#)

To support your efforts, we've created a [simple, downloadable checklist](#) (attached) that employees can use to reinforce secure payment practices.

“Stop, think, verify, and validate before signing off on any payouts of public funds. Make sure you know who you are sending money to before hitting send.” – Auditor of State Keith Faber

In July 2024, the County Auditor's office shared the attached *Auditor of State Bulletin 2024-003 – Payment Re-Direct and Business Email Compromise Schemes* to bring awareness of the increasing threat by cybercriminals.

These resources and other Word to the Wise articles may be found on the County Intranet under [Publications and Forms - Auditor - Fairfield County, Ohio](#).

We all must be vigilant by having awareness and ensuring proper stewardship of our public dollars.

Please reach out with any questions.



**Beverly Hoskinson, CPM**  
Deputy Auditor – Financial Systems  
Financial Systems Director • Auditor's Office

---

  [\(740\) 652-7042](tel:(740)652-7042)

 <https://www.co.fairfield.oh.us/auditor/>

 [beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)

 [210 E. Main St., 2<sup>nd</sup> Floor, Lancaster, OH 43130](#)



**From:** [Cordle, Aundrea N](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** Fw: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)  
**Date:** Monday, December 9, 2024 8:25:49 PM

---

For January.

Get [Outlook for iOS](#)

---

**From:** nancy.stephani@everyactionadvocacy.com <nancy.stephani@everyactionadvocacy.com> on behalf of Nancy Stephani <nancy.stephani@everyactionadvocacy.com>  
**Sent:** Monday, December 9, 2024 5:45:36 PM  
**To:** Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>  
**Subject:** [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

As a landowner and voter in Fairfield County,, I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,  
Nancy Stephani  
Lancaster, OH 43130-7606  
[nancy.stephani@gmail.com](mailto:nancy.stephani@gmail.com)

**From:** [Cordle, Aundrea N](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** Fw: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)  
**Date:** Monday, December 9, 2024 8:27:14 PM

---

For January.

Get [Outlook for iOS](#)

---

**From:** cainsley@everyactionadvocacy.com <cainsley@everyactionadvocacy.com> on behalf of Christina Beargie <cainsley@everyactionadvocacy.com>  
**Sent:** Monday, December 9, 2024 2:57:40 PM  
**To:** Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>  
**Subject:** [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,  
Christina Beargie  
Canal Winchester, OH 43110-9284  
cainsley@gmail.com

**From:** [Cordle, Aundrea N](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** FW: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)  
**Date:** Tuesday, December 10, 2024 8:50:37 PM

---

-----Original Message-----

From: r\_hartman@everyactionadvocacy.com <r\_hartman@everyactionadvocacy.com>  
Sent: Tuesday, December 10, 2024 5:15 PM  
To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>  
Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,  
Robert Hartman  
Baltimore, OH 43105-9409  
r\_hartman@frontier.com



**From:** [Cordle, Aundrea N](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** FW: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)  
**Date:** Tuesday, December 10, 2024 8:51:08 PM

---

-----Original Message-----

From: lutz.jo@everyactionadvocacy.com <lutz.jo@everyactionadvocacy.com>  
Sent: Tuesday, December 10, 2024 8:19 AM  
To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>  
Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,  
Betty Lutz  
Lancaster, OH 43130-8206  
lutz.jo@gmail.com

Dec 11, 2024

Ohio Power Siting Board  
180 E. Broad Street  
Columbus, OH 43215

RE: Case #24-0495-EL-BGN Eastern Cottontail

Dear Ohio Power Siting Board,

I am part of a 7<sup>th</sup> generation farm family whose property is directly next to the proposed Eastern Cottontail solar project. I am asking you to deny EDF Renewables Eastern Cottontail utility-scale solar project.

The Fairfield County Commissioners, the Walnut Township trustees, and many other townships in Fairfield County have passed solar exclusion resolutions.

I ask you to please honor all the local government's resolutions which exclude their townships and the entire unincorporated areas of Fairfield County from large scale solar development.

Also, this project directly conflicts with the 2023 revision of the Fairfield County Land Use plan. I attended several meetings concerning this revision and believe it is a good and well thought out plan for the growth of Fairfield County for the next several years.

One of my concerns is if the first phase of this project is approved, it will mean the loss of 1,550 acres of prime farmland. This is equivalent to over 1,200 football fields. The county was not named Fairfield County for nothing! This is some of the best farmland in Ohio. Agriculture is a top contributor to the economy in Fairfield County.

I am also concerned about the damage to drainage tiles, since thousands of posts will be pounded deep into the ground to hold the numerous solar panels. Some of these tiles are very old but still working well. I don't believe they can or will be properly replaced by Eastern Cottontail. The impact to drainage will affect Indian Creek which goes to the recreation areas of Oakthorpe Lake and Rushcreek Lake. Surface water runoff drains to Rush Creek and Walnut Creek. Subsurface water drains into Deep Cut which drains into Buckeye Lake. These areas will be disrupted and possibly contaminated by this large solar project.

The construction of this project would adversely affect the area immensely. The proposed area is not in the middle of nowhere, like some of the other large solar projects I have seen in southern Ohio. There are 85 homes adjacent to this project which would have solar panels within 500 feet, 259 homes within a ½ mile radius, and over 1,000 homes within a 1 mile radius if the additional 800 acres leased by Eastern Cottontail are put into the second phase of this solar project. This project will affect all these residents dramatically. I am concerned that the construction will affect the wells of these residents. I doubt the residents would be compensated by Eastern Cottontail when this happens. I have a well on my property and I know it would be terrible if it was affected.

I am also very concerned about the construction noise of driving thousands of posts into the ground all day, dust, flooding, road damage, and traffic disruptions to two major highways, State Route 256 and State Route 188. It would affect all the residents, my family's farm, and the neighboring farms operations, especially during planting and harvesting, as well as disrupting wildlife in the area. I know there are American eagle nests close to the proposed construction area, as well as many deer and other wildlife in the woods right next to the proposed construction area. I live near the small solar project that was constructed on South Parsons Avenue in Columbus, and I know how disruptive it was to my neighbors; I can't imagine how disruptive it would be for the neighbors of a large solar project such as this one. I have other concerns too numerous to list in this email.

**I again respectfully ask you to honor the wishes of the county, the townships and the local residents and deny the application for the Eastern Cottontail solar project.**

**Thank you,**

**Beverly Sturm**

**1556 Rathmell Road**

**Lockbourne, OH 43137**

**[Bsturm1111@gmail.com](mailto:Bsturm1111@gmail.com)**

**614-824-9127**

**Elder Brothers and Elder Family Farms**

**5669 Elder Road NE**

**Pleasantville, OH 43148**

**cc: below**

Ohio Power Siting Board

180 E. Broad St.

Columbus, OH 43215

Phone: (866) 270-6772

**[opsb.ohio.gov](http://opsb.ohio.gov)**

**[contactOPSB@puco.ohio.gov](mailto:contactOPSB@puco.ohio.gov)**

The Honorable Troy Balderson

2429 Rayburn House Office Building

Washington, DC 20515-3512

**[Rep.Balderson@mail.house.gov](mailto:Rep.Balderson@mail.house.gov)**

District 20 Senator Tim Schaffer

Senate Building

1 Capital Square 1st Floor 137

Columbus, OH 43215

**[Schaffer@Ohiosenate.gov](mailto:Schaffer@Ohiosenate.gov)**

House District 73 Representative Jeff LaRe

77 S. High Street, Floor 13

Columbus, OH 43215

**[Rep73@ohiohouse.gov](mailto:Rep73@ohiohouse.gov)**

House District 69 Representative Kevin D. Miller

77 S. High Street, Floor 13

Columbus, OH 43215

**[Rep69@ohiohouse.gov](mailto:Rep69@ohiohouse.gov)**

Steve Davis, Jeff Fix, David Levacy

210 E. Main St., Room 301

Lancaster, OH. 43130

**[contact@fairfieldcountyohio.gov](mailto:contact@fairfieldcountyohio.gov)**

Bill Yates, Terry Horn, Doug Leith

11420 Millersport Road NE

Millersport, OH. 43046

**[dougleith@WalnutTownship.com](mailto:dougleith@WalnutTownship.com) and [billyates@WalnutTownship.com](mailto:billyates@WalnutTownship.com)**

**From:** [jerry\\_shumate](mailto:jerry_shumate)  
**To:** [ContactOPSB@puco.ohio.gov](mailto:ContactOPSB@puco.ohio.gov)  
**Cc:** [jshumate74@yahoo.com](mailto:jshumate74@yahoo.com); [Rep.Balderson@mail.house.gov](mailto:Rep.Balderson@mail.house.gov); [Schaffer@Ohiosenate.gov](mailto:Schaffer@Ohiosenate.gov); [Rep73@ohiohouse.gov](mailto:Rep73@ohiohouse.gov); [Rep69@ohiohouse.gov](mailto:Rep69@ohiohouse.gov); [Contact Web](#); [billyates@walnuttownship.com](mailto:billyates@walnuttownship.com); [dougleith@walnuttownship.com](mailto:dougleith@walnuttownship.com)  
**Subject:** [E] Eastern Cottontail OPSB Case #24-0495-EL-BGN  
**Date:** Wednesday, December 11, 2024 8:43:32 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dec 11, 2024

Ohio Power Siting Board  
180 E. Broad Street  
Columbus, OH 43215

RE: Case #24-0495-EL-BGN Eastern Cottontail

Dear Ohio Power Siting Board:

I am a concerned Ohio citizen who does not believe the current solar technology which would take up many acres of farmland is the correct answer. Please deny the application of the Eastern Cottontail large solar project in northern Fairfield County.

I am concerned the local rural fire departments do not have the resources to be able to fight a fire in the proposed acreage. This would be disastrous to the neighboring residents and the nearby communities of New Salem and Pleasantville.

Why are the solar companies in the United States not adapting the technology used in Europe of putting solar panels over roads and in between railroad tracks? Could Europe be doing this because they don't have as much land as the United States and they have to be more efficient? This is much less disrupting to Europe's food chains and agricultural communities. I have recently read that in May 2024, Italy passed a decree which bans the installation of ground mounted solar panels on agricultural land. This is to protect their agricultural land and end the "wild installation" of ground mounted solar panels. (per Reuters News May 6, 2024). I think the United States and Ohio should take note of this and stop large installations of solar panels on valuable farmland.

It seems like the proposed solar project technology is already obsolete, let alone having it installed for 20-30 years on the leased properties. Why are other countries, who are known to be not as advanced as the United States, switching to better and more efficient systems?

Quite frankly, we need to make sure the land in Fairfield County continues to grow food to feed the increasing population of Ohio. The proposed project would be located on prime farmland in Fairfield County. Please do not allow this valuable farmland to be taken away from Ohio and the economy of Fairfield County.

I respectfully ask you to deny the application of the French company, EDF Renewables, OPSB Case #24-0495-EL-BGN Eastern Cottontail project.

Thank you very much.

Respectfully,

Jerry Shumate  
1119 Secrest Ave  
Columbus, OH 43207-5059  
Jshumate74@yahoo.com  
614-439-9869

Copied to:

The Honorable Troy Balderson  
2429 Rayburn House Office Building  
Washington, DC 20515-3512  
Rep.Balderson@mail.house.gov

District 20 Senator Tim Schaffer  
Senate Building  
1 Capital Square 1st Floor 137  
Columbus, OH 43215  
Schaffer@Ohiosenate.gov

House District 73 Representative Jeff LaRe  
77 S. High Street, Floor 13  
Columbus, OH 43215  
Rep73@ohiohouse.gov

House District 69 Representative Kevin D. Miller  
77 S. High Street, Floor 13  
Columbus, OH 43215  
Rep69@ohiohouse.gov

Steve Davis, Jeff Fix, David Levacy  
210 E. Main St., Room 301  
Lancaster, OH. 43130  
contact@fairfieldcountyohio.gov

Bill Yates, Terry Horn, Doug Leith  
11420 Millersport Road NE  
Millersport, OH. 43046  
dogleith@WalnutTownship.com and billyates@WalnutTownship.com



From: [Beth Lewis](#)  
To: [ContactPSB@owen.ohio.gov](#)  
Cc: [ms66@ohiosenate.gov](#); [schaffer@ohiosenate.gov](#); [ms73@ohiohouse.gov](#); [ms69@ohiohouse.gov](#); [Contact Web](#); [dougleith@walnuttownship.com](#); [billyates@walnuttownship.com](#)  
Subject: RE: 10958 Case #24-0495-EL-BGN Eastern Cottontail  
Date: Thursday, December 12, 2024 1:28:01 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

December 12, 2024

Ohio Power Siting Board  
180 E. Broad Street  
Columbus, OH 43215

RE: Case #24-0495-EL-BGN Eastern Cottontail

Dear Ohio Power Siting Board,

I am sending you this letter as a concerned citizen asking you to deny EDF-Renewables Eastern Cottontail utility-scale solar project.

I have dear friends that farm the land adjacent to the proposed project. Their families have been farming this land for 8 generations. This project would destroy the very fabric of such a long-standing and committed community. I feel strongly that we need to support working farms, working farmers, and farm communities so that they are strong, functioning, and intact. They are the very backbone of our country.

I again ask you to deny the Eastern Cottontail solar project.

Thank you for your time,

M B. Lewis  
1030 Benfield Dr.  
Dayton, OH 45429

Copied to:

The Honorable Troy Balderson  
2429 Rayburn House Office Building  
Washington, DC 20515-3512  
[Rep.Balderson@mail.house.gov](mailto:Rep.Balderson@mail.house.gov)

District 20 Senator Tim Schaffer  
Senate Building  
1 Capital Square 1st Floor 137  
Columbus, OH 43215  
[Schaffer@Ohiosenate.gov](mailto:Schaffer@Ohiosenate.gov)

House District 73 Representative Jeff LaRe  
77 S. High Street, Floor 13  
Columbus, OH 43215  
[Rep73@ohiohouse.gov](mailto:Rep73@ohiohouse.gov)

House District 69 Representative Kevin D. Miller  
77 S. High Street, Floor 13  
Columbus, OH 43215  
[Rep69@ohiohouse.gov](mailto:Rep69@ohiohouse.gov)

Steve Davis, Jeff Fix, David Levacy  
210 E. Main St., Room 301  
Lancaster, OH, 43130  
[contact@fairfieldcountyohio.gov](mailto:contact@fairfieldcountyohio.gov)

Bill Yates, Terry Horn, Doug Leith  
11420 Millersport Road NE  
Millersport, OH, 43046  
[dougleith@WalnutTownship.com](mailto:dougleith@WalnutTownship.com) and [billyates@WalnutTownship.com](mailto:billyates@WalnutTownship.com)



**Affiliated Construction Trades Ohio Foundation**  
**Matthew Szollosi, Executive Director**

mszollosi@actohio.org  
(614) 228-5446

Dec. 12, 2024

Fairfield County Commissioners  
Commissioner Steve Davis  
Commissioner David Levacy  
Commissioner Jeff Fix  
210 East Main Street, Room 301  
Lancaster, OH 43110

Dear Commissioner Davis, Commissioner Levacy, and Commissioner Fix,

On behalf of Affiliated Construction Trades Ohio Foundation ("ACT Ohio"), I am writing in **strong support** of Eastern Cottontail Solar (Case Record 24-0495-EL-BGN) that is being developed by EDF Renewables (EDFR). Solar energy development has been a critical part of meeting our state's energy demands, while providing good wages and jobs to skilled Ohio construction workers, including the hundreds of building tradespeople in Fairfield County. We are proud that EDFR's Fox Squirrel Solar Project - a major capital investment delivering 577 mega-watts of clean energy in Madison County - has already provided hundreds of union jobs for Ohioans, and we are equally excited to observe similar outcomes with the Eastern Cottontail Solar Project.

ACT Ohio advocates for quality, safe construction projects built by contractors and skilled Ohio tradespeople. Additionally, we are committed to an "all of the above" strategy for power generation in the state of Ohio, including solar. Construction tradespeople are working on solar projects around the state and benefiting from family-sustaining jobs and safe working conditions.

We are thrilled that EDFR has committed to utilizing union labor to get the job done. And we will guarantee that our skilled men and women will build a best-in-class project that Fairfield County will be proud of. These critical infrastructure investments are helping to improve Ohio's energy resilience by diversifying the state's energy economy while creating thousands of middle-class construction jobs. A study by Ohio University found that the solar industry is poised to invest more than \$18B into Ohio's rural communities, leading to more than 54,000 construction jobs.

The Eastern Cottontail Solar Project is estimated to support over 500 direct construction jobs, which equates to approximately 600,000-700,000 labor hours, in addition to long-term jobs for operations and maintenance. Our members are proud to be a part of economic development that has a lasting positive impact on the communities where they live and work. The revenues from solar support our local schools and critical services, while helping offset the tax burden to our residents.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Matthew Szollosi".

Matthew Szollosi  
Executive Director, ACT Ohio

CC: Ohio Power Siting Board, Walnut Township Trustees, Senator Schaffer, and Representative LaRe

**Affiliated Construction Trades Ohio Foundation**

41 South High Street, Suite #2325

Columbus, OH 43215

ACTOhio.org



December 13, 2024

**Ohio Power Siting Board  
180 E. Broad Street  
Columbus, OH 43215**

RE: **Case #24-0495-EL-BGN**

Dear Ohio Power Siting Board,

My wife and I are sending you this letter as extremely concerned residents, landowners, and farmers requesting that you **DENY EDF-Renewables' Eastern Cottontail utility-scale solar project.**

Our home is surrounded on three sides by this proposed project in Walnut Township, Fairfield County. We own the following contiguous parcels: (also see attached maps)

- 1 047-02134-01
- 2 047-02134-02
- 3 047-02134-90

My wife and I built our home in the quiet countryside of rural Fairfield County in 2009. This is our retirement home. If this project is approved and constructed, our beautiful country home and farm will be surrounded by solar panels. No one in their right mind wants this!

Our concerns include, but not limited to, the loss of peace and quiet of the countryside, the profound loss of prime farmland, major construction impacts, potential for fires and inability to contain them, the significant impact to our precious wildlife, as well as our rights as property owners. Critically important to us will be the significant devaluation of our home and property.

**Agriculture**—The profound loss of prime farmland and damage to field tiles, noxious weeds, the tillable land may possibly never be able to be farmed well again due to soil compaction and damage to the topsoil. The loss of significant farmland could result in the loss of a generation of farmers who know how to properly care for the land. Water and waste run-off onto our adjacent property could cause chemical contamination and possible leaching into our water well. This is extremely concerning.

**Construction**—noise, dust, flooding, amount and speed of traffic, hundreds of non-residents in the area, rural road damage, the sound of driving posts into the ground from sunup to sundown. I believe a planned drop zone is across Cattail Road from our house. This is unacceptable and we will no longer feel safe at our home or in our yard.

**Fires**—Neither the Pleasantville nor Walnut Township fire departments are equipped to fight a fire in an industrial solar area.

**Wildlife**—Deer and other wildlife will be disrupted causing vehicle accidents, loss of habitat and even death to the wildlife.

**Property rights** adjoining landowners who chose to live/invest in this property in an area zoned as rural residential **MUST** be protected. We did not purchase and build in any other zoned area. It is zoned residential for a reason.

**Property values** of the surrounding area will go down, according to a recent major study. The marketability and appraised value of ALL nearby property will be negatively impacted. No one will ever buy a home next to and surrounded by solar panels.

**Loss of tranquil, rural countryside**—This construction will greatly disrupt our lives and we will forever lose the peace and beauty of our area.

I again ask you to **DENY** the **Eastern Cottontail solar project**.

Thank you

Richard E. Marks  
Deborah L. Marks  
9094 Cattail Road NE  
Pleasantville, Ohio 43148  
(740) 243-4087

Cc: Balderson, Schaffer, LaRe, Miller, Fairfield County Board of Commissioners, Walnut Township Trustees





0470214700

0470215300

0470213470

0470213480

0470213490

0470213400

13

0470213200

0470214100

14

0470215400

0470215320

0470212100

0470213401

0470213402

CAPITAL DR

CANAL RD

0470216700

0470217810

0470217820

0470216700

23

0470218600

0470218700

0470218000

24

0470217900

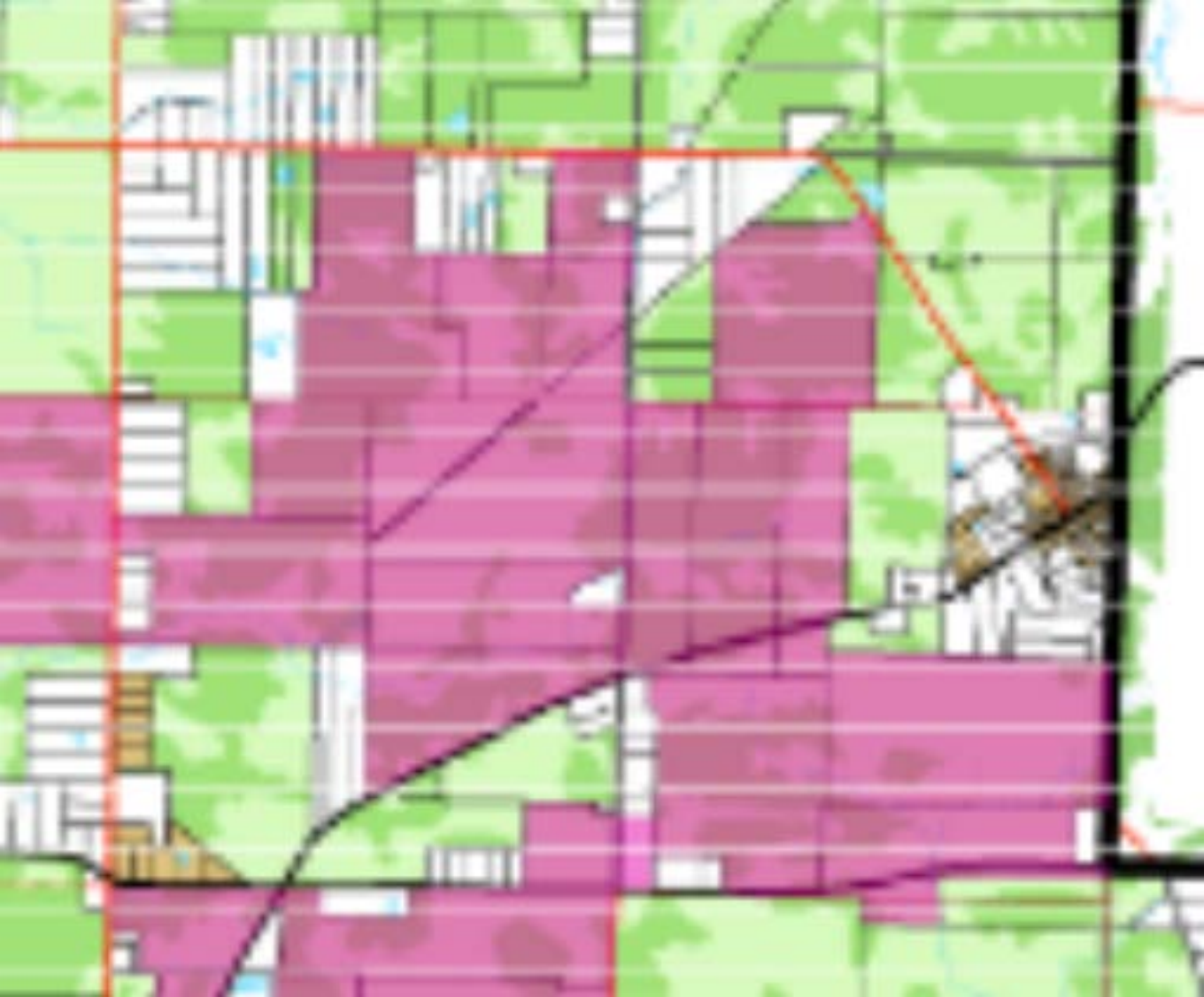
0470219200

0470216800

0470216810

HIGH ST  
WATER ST  
LANCASTER-THORNVILLE RD





**From:** [Beverly Sturm](#)  
**To:** [Office of U.S. Congressman Troy Balderson](#); [Schaffer@ohiosenate.gov](mailto:Schaffer@ohiosenate.gov); [Rep73@ohiohouse.gov](mailto:Rep73@ohiohouse.gov); [Rep69@ohiohouse.gov](mailto:Rep69@ohiohouse.gov); [Contact Web](#); [dougleith@walnuttownship.com](mailto:dougleith@walnuttownship.com); [billyates@walnuttownship.com](mailto:billyates@walnuttownship.com)  
**Cc:** [Johnita and Gene](#)  
**Subject:** [E] OPSB Case # 24-0495-EL-BGN Eastern Cottontail - email from Gene and Johnita Baumgardner  
**Date:** Wednesday, December 11, 2024 2:36:01 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gene and Johnita Baumgardner  
4042 Carrs Mill Jamestown Road NW  
Jeffersonville, Ohio 43128

December 11, 2024

Ohio Power Siting Board  
180 East Broad Street  
Columbus, Ohio 43215

RE: Case # 24-0495-EL-BGN Eastern Cottontail

Dear Ohio Power Siting Board:

We are concerned farmers and landowners asking you to DENY EDF-Renewables Eastern Cottontail utility-scale solar project.

While we vigorously support owners' property rights, we do not agree with solar projects on prime farm ground. Construction of these projects permanently damages the valuable soil structure which can never be undone. It also negatively affects drainage and wells on surrounding farms and for neighboring homeowners.

If all the new factories, data centers and warehouses cannot find it economically viable to

place solar on the roofs of their structures, how can we justify solar projects on our prime, productive farm ground???? These places are where the renewable energy should be located!

Thank you for your time. Please DENY the Eastern Cottontail solar project.

Gene and Johnita Baumgardner

614-316-4000 or 740-274-2894

[xxgokobxx@gmail.com](mailto:xxgokobxx@gmail.com)

**From:** [jeff.williamsen.net](mailto:jeff.williamsen.net)  
**To:** [Contact Web](#); [Davis, Steven A](#); [Fix, Jeffrey Michael](#); [Levacy, David L](#)  
**Cc:** [OPSB Comments](#); [Troy Balderson](#); [Tim Schaffer](#); [Jeff LaRe](#); [Rep69@ohiohouse.gov](mailto:Rep69@ohiohouse.gov); [dougleith@walnuttownship.com](mailto:dougleith@walnuttownship.com); [billyates@walnuttownship.com](mailto:billyates@walnuttownship.com)  
**Subject:** [E] Request for Letter of Opposition to Eastern Cottontail #24-0495-EL-BGN  
**Date:** Thursday, January 2, 2025 7:56:36 AM  
**Attachments:** [Commissioners Letter Eastern Cottontail 1-2-2025.pdf](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commissioners Steve Davis, Jeff Fix and David Levacy:

Regarding Eastern Cottontail #24-0495-EL-BGN

I want to present you with some numbers that you may not be aware of:

<b>Townships</b>	<b>Population</b>
Amanda Township	2,705
Berne Township	5,072
Bloom Township	10,766
Greenfield Township	5,792
Hocking Township	4,900
Liberty Township	8,330
Madison Township	1,758
Pleasant Township	6,217
Richland Township	2,350
Ruch Creek Township	4,016
Violet Township	47,924
Walnut Township	6,719
Total	106,549
<b>Villages</b>	<b>Population</b>
Village of Amanda	672
Village of Baltimore	2,981
Village of Millersport	970
Village of Thurston	601
Total	5,224
Fairfield County Population	162,898

These government entities, representing a total population of 111,773 out of the total for Fairfield County of 162,898<sup>1</sup>, have written letters to the OPSB in opposition to Eastern Cottontail. That is 69% of your constituents!

Here is another number you may not be aware of: “85”. That is the number of property owners in Walnut Township that are directly adjacent to the Eastern Cottontail Solar Project. I wonder how many of those residents you have spoken with and explained why you have not written your own letter to the Ohio Power Siting Board in opposition?

Or, how about the other 1,288 that live within 1 mile of that project?

Our County was named for its Fair Fields. As stewards of our county, it’s your responsibility to maintain that vision. There are 111,773 residents that may be thinking you are not doing a very good job with that responsibility.

It’s difficult for us, your constituents, to understand why you had the courage last summer in passing the solar resolution and now you seem to have lost that courage. Why would that be? As your constituent, I would like to know that answer without hiding behind “on the advice of counsel”.

Please reconsider a brief letter in opposition to Eastern Cottontail #24-0495-EL-BGN to the Ohio Power Siting Board. Thank you for your time and attention.

Jeff Williamsen  
1201 Winding Oak Dr S  
Unincorporated Greenfield Township  
Baltimore, OH 43105

CC:

Ohio Power Siting Board - [contactOPSB@puco.ohio.gov](mailto:contactOPSB@puco.ohio.gov)  
Honorable Troy Balderson - [Rep.Balderson@mail.house.gov](mailto:Rep.Balderson@mail.house.gov)  
Senator Tim Schaffer - [Schaffer@Ohiosenate.gov](mailto:Schaffer@Ohiosenate.gov)  
Representative Jeff LaRe - [Rep73@ohiohouse.gov](mailto:Rep73@ohiohouse.gov)  
Representative Kevin D. Miller - [Rep69@ohiohouse.gov](mailto:Rep69@ohiohouse.gov)  
Walnut Township Trustees: Bil Yates, Terry Horn, Doug Leith  
- [dogleith@WalnutTownship.com](mailto:dogleith@WalnutTownship.com)  
and [billyates@WalnutTownship.com](mailto:billyates@WalnutTownship.com)

1. Source: <https://www.co.fairfield.oh.us/rpc/pdf/Fairfield-County-2020-Population-Data.pdf>





1108 City Park Ave  
 Columbus, OH 43206  
 614-221-7201  
[lasco.org](http://lasco.org)

Dear Jeff,

As housing costs soar, the most vulnerable members of our community—children, seniors, and working families—are left at risk of homelessness and hardship.

At LASCO, we fight to ensure that *justice is not a privilege for the few, but a right for everyone.*

**Your support has made all the difference.**

Here's how your donation directly impacts Ohioans in need:

- **Protect basic needs.** We provide life-changing legal assistance, defending clients against evictions and ensuring access to safe, affordable housing.
- **Advocate for systemic change.** We push to strengthen tenants' rights and address harmful housing practices.
- **Make justice accessible.** We bring legal services directly to underserved communities, meeting people where they are.

**Now is the time to renew your support to Legal Aid so we can continue to pursue justice for those who need it most.**

Please consider a gift to help build a community where everyone has access to safety, stability, and justice.

**Thank you for believing in a more just Ohio.**

With gratitude,

A handwritten signature in black ink that reads "K. McGarvey".

Kate McGarvey  
 Executive Director of Legal Aid of Southeast and Central Ohio



**COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO**

**RESEARCH & EDUCATIONAL  
FOUNDATION**

December 23, 2024

Dear Commissioner:

Thank you for everything that you do to lead in your communities throughout Ohio. Last year, the CCAO Research and Educational Foundation launched an effort to invest in our greatest asset: Ohio Students. Over the past two years, with help from generous members like you, we have been able to award \$20,000 in scholarships to high school seniors from every corner of Ohio.

For 2025, we will once again award five scholarships, one student in each CCAO region. Simply put, the foundation cannot exist without the support of our members.

As we end a very successful year and move into 2025, please consider a small gift to the foundation, so that all of us can continue supporting the scholarship program. Contributions to the foundation are tax deductible and the Ohio Secretary of State's office has confirmed that a county commissioner's campaign committee may make a charitable donation to a 501(c)(3) organization, including the CCAO Research and Educational Foundation.

To support the work of the foundation, simply send your contribution with the enclosed return card, or you can easily contribute online by visiting <https://givebutter.com/M1pRh8>

The foundation will continue to grow and offer education to our members and the people of Ohio while investing in our young people. Thanks for sharing our vision of Stronger Counties, Stronger Ohio.

Sincerely,

*Chris Abbuhl*

Chris Abbuhl  
2024 CCAO President & Tuscarawas County Commissioner

# THE ADAMH STAR

An newsletter of the Fairfield County ADAMH Board



## WHAT'S IN THIS ISSUE



**FAIRFIELD COUNTY ADAMH BOARD PASSES RENEWAL LEVY** 1

**STARLIGHT CENTER UPDATE** 2

**ADAMH LEVY SUPPORT PICS** 2

Have a Wonderful *Holidays Season*



**Our Mission: To partner with communities to create opportunities and encourage participation in quality mental health and/or addiction prevention, treatment, wellness, and recovery services and supports.**

## THE FAIRFIELD COUNTY ADAMH BOARD PASSES LEVY RENEWAL

Fairfield County voters approved a renewal for the Fairfield County ADAMH Board this past November with a vote of nearly 60 For and 40 Against.

Raising Hope, Not Taxes was the theme of the campaign since the renewal would not increase the financial burden for property owners. The renewal replaced the .75 mil levy from 2014.

Funds generated through the levy will enable the Fairfield County ADAMH Board to continue to provide mental health and substance use services through the 15 nonprofit agencies in Fairfield County the Board currently funds. Among these are

- Big Brothers, Big Sisters of Southeastern Ohio
- Fairfield Center of Hope
- Fairfield County 2-1-1
- Fairfield County Family & Children 1st Council
- Integrated Services for Behavioral Health
- Lancaster-Fairfield Community Action Agency
- Lancaster Recovery Services
- The Lighthouse
- Lutheran Social Services/Faith Mission of Fairfield County
- The Senior Hub/Meals on Wheels of Fairfield County
- Mental Health America of Ohio
- Mid-Ohio Psychological Services, Inc.
- New Horizons Mental Health Services
- Ohio Guidestone/The Starlight Center
- The Recovery Center



# THE STARLIGHT CENTER IS NOW OPENED TO SERVE FAIRFIELD COUNTY



In October, the Ohio Guidestone Team opened the Starlight Center to the public after months of anticipation. The facility has availability to treat eight individuals experiencing mental health issues and 12 individuals with substance use who need immediate help. Individuals receiving mental health assistance may stay from 3 - 5 days, while individuals there for substance use, can stay up to 30 days.

Treatment is voluntary at the Starlight Center and referrals can be made to Starlight by calling 740-672-3855.

In addition to inpatient services, Ohio Guidestone offers outpatient counseling at the Starlight location, located at 336 Locust Street in Lancaster.

# AGENCIES, BOARD MEMBERS, STAFF AND COMMUNITY PARTNERS WORK TOGETHER TO PROMOTE AWARENESS FOR THE FAIRFIELD COUNTY ADAMH LEVY RENEWAL



# Fairfield DD's **IMAGINE**



December 2024

## **Superintendent's Message**

As we come to the close of another year, I wanted to take a moment to express my gratitude to you. This holiday season is a great time to reflect on the incredible work we've done together. Members of our community play an essential role as we move our mission and vision forward. I am proud of what we've accomplished together as a community this past year.



**David Uhl,  
Superintendent**

I hope this festive season brings you and your loved ones peace, joy, hope, and some relaxation. May you find time to enjoy the little moments and create lasting memories. However you celebrate the holidays, may they be merry and bright!

Thank you for taking part in bringing about a vibrant community. I look forward to an even brighter year ahead with all of you in 2025!

Happy Holidays, Merry Christmas, and Happy New Year!

Warmest wishes,

David

## **Vibrant Community Connections**

**Part of the Family**





Photo taken of the Barber Family at Hollywood Feed. From left to right: Mike, Linda, Cooper, Ryan.

Dogs become part of the family, and for the Barber family, it is no different. When Ryan was younger, he didn't like being very social and enjoyed spending time alone, but he always hoped for a dog. He wanted the companionship it would provide. Ryan's mom, Linda, began the search, knowing it would help develop responsibility and independence as he cared for a pet.

While looking, Linda came across a dog named Cooper. He had been in a shelter for a while, and when deemed unadoptable, he was temporarily adopted at the Ross County Correctional Institute as part of the prison puppy training program. Handlers trained the puppy in obedience skills while also developing their own dog training, adaptability, and communication skills that will support their transition as they enter the workforce.

Ryan and Linda remember going to meet Cooper for the first time. Ryan was the first to see him as he came down the hall. Cooper was one year old at the time, and he immediately jumped onto Ryan, knocking him over and showering him with licks. Ryan could tell Cooper was so happy and excited to go home with them. He said it was the best early Christmas gift.

Ryan describes Cooper as a “people person,” and anyone who meets him can tell he just loves them. Ryan and Cooper have built a strong bond, and he states Cooper is like a brother to him. Now that Ryan is living in an apartment with a roommate, Cooper stays at his family home and even though Ryan is working, going to the gym, and living on his own, he makes time to visit Cooper every day.

Nine years later, Cooper gives him the same loving, enthusiastic greeting every single day. They sit together, hang out, and watch TV—just like all good brothers do.



Fairfield DD was proud to participate in a variety of events this holiday season! Staff spent time reading with elementary school students at Tarhe Trails in Lancaster City Schools and Pleasantville Elementary from Fairfield Union. Our Early Intervention team planned a storytime and family paint event at Art and Clay on Main.

Forest Rose students celebrated with a Polar Express party and a visit from Santa! Forest Rose also welcomed members of the Lancaster Rotary Club and the Garret Players for a celebration with a skit, holiday carols, and presents for each student. Thank you for bringing about a vibrant community. If you would like to partner with Fairfield DD for an event, please reach out to the [\*\*Communications and Outreach Team\*\*](#).

Fairfield DD November Mission Ambassadors

# MISSION AMBASSAD



Lisa Drum

Milisha Dillion

Stacy H

**CREATING A  
BRAND OF  
EXCELLENCE**

**COLLABORATION ACCOUNT**

As a mission-driven organization, we would like to highlight and honor staff who have exemplified the mission by using one or more of the values of Fairfield DD. Learn more about Fairfield DD's values [here](#) and the Mission Ambassadors on [our website](#). Staff and community members are welcome to submit nominations.

[Visit our Website](#)

Happening at Fairfield DD





## 2025-2027 Strategic Plan Approved

Fairfield DD's Board approved the 2025-2027 strategic plan, which will begin in January. Input was collected from team members, individuals who utilize services, families, and the community as it was developed. The plan provides an overview and direction for the agency in the coming years.

[Read the Plan](#)



### New Website

Fairfield DD will be introducing a brand new website in January. The website address will remain the same but with a new layout, it will be easier to find information. The site will also feature an updated resource guide, options for accessibility, and translation. We hope it will allow Fairfield DD to better connect with our vibrant community!

### Community Partnership Corner



**WE WANT TO**   
**HEAR FROM YOU!**



<https://form.jotform.com/2420646683>

The Ohio Developmental Disabilities Council aims to improve independence, productivity, and inclusion for people with developmental disabilities and their families. They identify key issues through a 5-year state plan, which guides their grant proposals.

The first step in this process is a public survey to gather input on what's most important. Click to take the survey.

[Take Survey](#)

### Upcoming Events



#### **Fairfield County Festival of Lights**

**Now - December 25, 2024, Sun. - Wed. 6 p.m.-9 p.m. Thurs.-Sat. 6-10 p.m.**

This event features Santa and other characters, a full concession stand, a hot cocoa stand, and kettle corn. There will also be some themed nights, scavenger hunts, and gift bags on select nights. [More Info](#)

#### **Fantastic Plastic: 100 Years of Plastic Christmas Decorations**



### **Now - December 29, Decorative Arts Center of Ohio museum hours.**

Step back in time and explore how plastic transformed holiday decorating over the past century. George and Jeanne Johnson's enchanting display will feature hundreds of vibrant plastic Christmas decorations that have brightened homes from 1920 to 2020. From tree ornaments to window displays, these dazzling decorations tell the story of how plastic revolutionized holiday traditions. [More Info.](#)

### **Advent Window Walk**

**December 1 2024 - January 1, 2025, 6 p.m.–10 p.m.**

Each night of December, a different resident of Historic Downtown Lancaster, Ohio will reveal unique, illuminated window artwork. By Christmas, 24 homes will be lighting up the neighborhood with their festive displays. Additionally, three local nonprofit organizations will create window artwork celebrating Christmas Day, Kwanzaa and Hanukkah! [More Info.](#)

### **Glass Town Countdown**

**December 31, 2024 10 p.m. - January 1, 2025 1 a.m.**

Join your friends, family, and neighbors for an unforgettable New Year's Eve celebration! Visit historic downtown Lancaster for a family-friendly street party where you will taste fantastic food and spirits at local restaurants and pubs, watch the ascent of the giant glass globe, and light up the sky with a spectacular fireworks show! [More info.](#)

Fairfield DD's mission is to bring about a vibrant community where people lead lives of greater independence and make meaningful contributions.



# AUDITOR'S LEDGER:

## News from the County Auditor's Office



### From the Desk of County Auditor Carri Brown

Seasons greetings to you and yours! It has been an honor to serve our community throughout 2024, and the team at the Auditor's Office has exciting aspirations for the new year. We are eager to continue serving Fairfield County with our mission to Serve. Connect. Protect. at the forefront of everything we do. Thank you, to our community, for entrusting us to serve each of you. I hope the holidays bring you joy, connection, and cherished traditions.

In this edition of *Auditor's Ledger*, we share important information about real estate tax relief for seniors and disabled Veterans. We also share our 2024 Year in Review, along with reminders about dog tag licensing, our virtual dog show, and coloring contest. Be sure to vote for the Map of the Year in this edition! You will also see some highlights from our team, recognitions, and accomplishments.

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

Happy Holidays,

A handwritten signature in blue ink that reads "Carri L. Brown".

Carri Brown, PhD, MBA, CGFM  
County Auditor



## News From the Auditor's Office

### Real Estate Tax Relief for Seniors and Disabled Veterans Available through County Auditor

Homeowners aged 65 and older, or those who are permanently and totally disabled, may qualify for Ohio's Homestead Exemption for property tax relief.

That relief is improved due to legislation passed in 2023. The Homestead income threshold and exemption amounts now adjust with inflation annually.

County Auditor Carri Brown, stated, "The Homestead Exemption program is an important program for Ohio. I am encouraged for how the state legislators have expanded the income threshold and exempted amount. They are supporting relief for seniors and disabled Veterans with their actions to improve the program."

The new income threshold will adjust to \$40,000 for 2025, up from \$38,600 in 2024.

The exemption amount, which reduces the amount of the value of the property that is taxed, will increase to \$28,000 in 2025, up from \$26,200 in 2024.

Those currently on the program will automatically see the increased exemption amount.

Disabled veterans with a 100% disability rating and their surviving spouses qualify for an enhanced exemption. This amount also adjusts annually for inflation. The enhanced exemption value will increase from \$52,300 in 2024 to \$56,000 in 2025.

These amounts above apply to tax year 2024 (collected in calendar year 2025) for real property and to tax year 2025 (collected in calendar year 2025) for manufactured or mobile homes.

For more information on the Homestead program, please reach out to the Fairfield County Auditor's office at (740) 652-7020.

Homestead application forms are available [here](#).





## Dog License Season is Here

The Fairfield County Auditor's Office will be accepting dog tag licensing applications and renewals December 1, 2024, through January 31, 2025. The office will be hosting a virtual dog show and coloring contest on its website during this time. Look for more information below.

The Ohio Revised Code requires all dogs over the age of three months to have a dog tag. Dog tags also serve an important role in helping return lost dogs to their homes and rightful owners. Tags can be purchased for one year, three years, or the lifetime of the dog by visiting the Auditor's Office or online through our [website](#).



This year there will be two satellite locations, the Dog Shelter in Lancaster and the Clerk of Courts Title Office in Pickerington.

If you have any questions, please call our Administrative Office at (740) 652-7020.

---

## Virtual Dog Show & Coloring Contest

The Auditor's Office is pleased to announce our third annual [virtual dog show!](#)

Send a photo of your fur baby or angel fur baby to [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov) and check our [webpage](#) to see all the cute pups! The virtual dog show will run from December 1 through January 31, 2025. Submissions will be accepted at any time from now until January 31.



We are also excited to have a coloring contest this year! All are welcome to enter. Coloring pages can be printed from our [website](#) and returned by mail to Rachel Elsea, 108 North High Street, Lancaster. You can also drop off the coloring page in person to either of our offices in Lancaster (108 North High or 210 East Main), or you can send them via email to [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

---





# Getting to Know Our Team

## Ugly Christmas Sweater Fun

Did you know our entire office gathers once a week for a quick Monday Morning Meeting? This past Monday was the last meeting of the year. We enjoyed a visit with Lilian Zarzar who led a discussion about the principles of communication, and had an ugly sweater day!



---

## Traveling Trophy

Throughout the year, our office has recognized co-workers for their help and service. Our traveling trophy has managed to take a place on every desk this year. At our meeting on Monday, **Bev Hoskinson** was voted the Traveling Trophy recipient of the year! **Dave Burgei** and **Josh Harper** also received several votes. All three are integral parts of our office.



Bev Hoskinson  
Financial Systems Director



Dave Burgei  
Real Estate Assessment Director



Josh Harper  
Real Estate Manager

---

## Farewell, Joanna!

Joanna Vanderbilt, a current Settlements and Administration Clerk – Deputy Auditor, will be taking a position with The Basilica of St. Mary of the Assumption. We are sad to see Joanna leave Fairfield County, but we wish her the best with St. Mary. We know that she will share her positive spirit and heart for service in her new role just as she has with us in Fairfield County.



---

## December Birthdays

12 – Rachel Enmen



## Resources



Follow Your Auditor's Office On  
**Social Media!**

Did you know we have over 4,275 followers across our four social media platforms? If you're not one of those 4,275, you should join and follow!

- [LinkedIn](#)
  - [Facebook](#)
  - [Instagram](#)
  - [Twitter](#)
  - [YouTube](#)
-

## Public Records Requests



The mode response time for public records requests to the County Auditor's Office is within one day. If you have a request, please contact Rachel Elsea at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

## Frequently Used Forms

Most of the County Auditor forms can be found on our website.

[Search Forms](#)

## Dates of Interest

Dec. 24: Christmas Eve - Offices  
Close at Noon  
Dec. 25: Christmas - Offices  
Closed  
Jan. 1: New Years Day - Offices  
Closed  
Jan. 20: Martin Luther King, Jr.  
Day - Offices Closed  
Jan. 31: Dog License Season Ends

# SAVE THE DATE

January 7 - Appraisers Appreciation  
Day  
March 10-16 - Sunshine Week

Fairfield County Auditor's Office | [Website](#)



Fairfield County Auditor's Office | 108 North High Street | Lancaster, OH 43130 US

[Unsubscribe](#) | [Update Profile](#) | [Constant Contact Data Notice](#)



Try email marketing for free today!



# Fairfield County

*December E-News Updates*

A festive banner with a Santa hat on the left, a Christmas tree on the right, and various ornaments in between.

## COUNTY SPOTLIGHT





### Commissioner Connect

Join Commissioner Steve Davis and Fairfield County Engineer Jeremiah Upp as they chat about the new salt barn and the positive impact this new investment will have on the community for the upcoming winter season!

### Commissioners Approve 2025 Budget- 5.3% Decrease Over 2024

The Board of Fairfield County Commissioners approved the County expenditure budget for 2025. The 2025 general fund budget, which covers expenditures for daily operations of County services, was approved at \$68.5 million, an approximate 5.3% decrease from the current budget. The current budget included several one-time capital projects, such as the Sheridan Center and other capital improvements. [Click here](#) to read more.



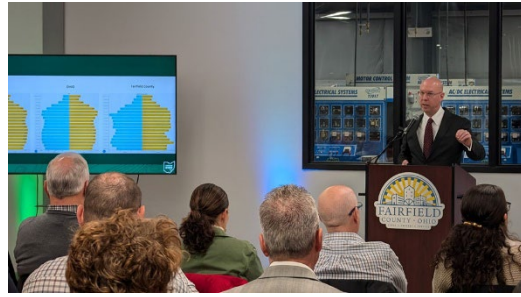
### Economic Development 411

Fairfield County and the City of Lancaster were well represented at last week's Economic Development 411, an event orchestrated by The Columbus Region. This event brought together more than 700 individuals from local governments, community organizations, and businesses across the 11 counties that comprise central Ohio. A true meeting of the minds and development of partnerships.

## Fairfield 33 Alliance: Economic Update

Thank you Dr. Jason Jolley of Ohio University for being the keynote speaker during the Fairfield County Economic Update.

Attendees were presented demographic data and trends as they pertain to local, state and national economies. [Click here](#) for more information!



## Fairfield County Foundation: Scholarship Application Now Open

The Fairfield County Foundation's scholarship application for the 2025/26 school year is now open! [Click here](#) for more information.



# MONTHLY THEME



*Joy & Togetherness*

**Monthly Spotlight: Fairfield County Family & Children First Council**

This December, we're highlighting the incredible work of the Fairfield County Family & Children First Council. Their mission is to build a supportive network for families and children, fostering a brighter future for all. From their programs aimed at enhancing family support to their community initiatives that bring people together, they're making a meaningful impact in our communities. [Click here](#) to learn more about their amazing work!



### 'Tis the Season to Give: JFS Holiday Donation Drive

Community members from all over Fairfield County made a profound impact this holiday season with their donations. Many thanks to all who donated to the Fairfield County Job and Family's annual Holiday Donation Drive!





## Spread Cheer: Holidays for the Homebound



The Senior Hub-Meals on Wheels of Fairfield County's Holidays for the Homebound helps make this time of year a little brighter for a homebound senior. Thank you to everyone who set up a tree or spread the word, and for those who made donations this holiday season!

## On with Aunie: Fairfield County Foundations's 35-Hour Give

Join us as we discuss this year's 35-Hour Give with Amy Eyman, CEO of the Fairfield County Foundation. This annual fundraiser, which took place December 3 through December 4, was a huge success - raising \$516,586! This was a 64.5% increase over the 2023 total. Way to go, Fairfield County!



# JOB OPENINGS & BOARD VACANCIES



Fairfield County, OH  
*Job & Family Services*

**WE ARE  
HIRING!**



**Deputy Director of Finance**

- Full-Time
- \$88,732.80-\$105,372.80 annually
- Generous benefits package

**Requirements :**

- Experience in accounting, finance, and financial management
- 2 years experience in position similar to fiscal officer



Scan the QR code  
to apply!



View the full list of current job openings in Fairfield County by scanning the QR code below, or [clicking here](#).



The following boards currently have vacancies:

**Fairfield County Board of Developmental Disabilities:** Are you someone who is looking to make a positive impact in your community? If so, then we have the perfect opportunity for you!

- **Requirements: Must be a resident of Fairfield County and be at least 18 years of age.**







**Important Dates & Events**

**Fairfield County Festival of Lights**  
Open through December 25

**Christmas Eve**  
December 24  
County offices close at noon.

**Christmas Day**  
December 25  
County offices closed.

**New Year's Day**  
January 1  
County offices closed.

**Martin Luther King Jr. Day**  
January 20  
County offices closed.



# YOUR COUNTY COMMISSIONERS



[Steve Davis](#)



[David L. Levacy](#)



[Jeff Fix](#)

**SERVE. CONNECT. PROTECT.**

REGULAR MEETING #1 - 2025  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JANUARY 07, 2025

AGENDA FOR TUESDAY, JANUARY 07, 2025

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for December 10, 2025
- Commissioners
- 2025-01.07.d        A Resolution to Approve the Appointment of an Apiary Inspector for  
Fairfield County for 2025 [Commissioners]
- 2025-01.07.e        A Resolution to Approve an Agreement Between Krile Communications  
and the Fairfield County Commissioners [Commissioners]
- 2025-01.07.f        A Resolution to Approve the Expedited Type II Annexation of 151.9 +/-  
Acres from Violet Township to the City of Pickerington, Pursuant to Ohio Revised  
Code (R.C.) 709.023, Agent for the Petitioners, Nathan Painter  
[Commissioners]
- 2025-01.07.g        A Resolution Amending Resolution 2024-12.10.c [Commissioners]
- 2025-01.07.h        A resolution to approve to rescind resolution 2024-12.10.n, a resolution to  
approve a contract between Steed Hammond Paul, Inc., d/b/a SHP Architects,  
Inc., and the Fairfield County Commissioners. [Commissioners]
- 2025-01.07.i        A resolution to appropriate from unappropriated funds in a major expense  
object category for the State Grant Energy Fund# 3904 [Commissioners]
- 2025-01.07.j        A resolution to approve a memo expense for interest allocation  
reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield  
County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- 2025-01.07.k        A resolution authorizing fund to fund transfer from the General Fund #  
1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners  
[Commissioners]
- 2025-01.07.l        A resolution declaring it necessary to levy a tax in excess of the ten mill  
limitation for a renewal of an existing levy for the May 6, 2025, primary/special  
election on behalf of the Fairfield County DD Board. [Commissioners]

- 2025-01.07.m A resolution to appropriate from unappropriated into a major expenditure category for fund# 4550 Bond Retirement MRDD FAC ULTRAC & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity – Fairfield County Commissioners [Commissioners]
- 2025-01.07.n A resolution authorizing 2025 Allocations for Fairfield Area Humane Society & Fairfield County Municipal Court. [Commissioners]
- 2025-01.07.o A resolution to authorize the County Administrator to approve any agreements and other documents related to the PY2024 CDBG grants. [Commissioners]
- Fairfield County Auditor- Finance
- 2025-01.07.p A Resolution Granting Dr. Carri L. Brown, County Auditor, and Staff Permission to Attend (Travel) [Auditor- Finance]
- Fairfield County Board of Developmental Disabilities
- 2025-01.07.q A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]
- 2025-01.07.r A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]
- Fairfield County Clerk of Courts- Legal Division
- 2025-01.07.s A resolution granting Branden Meyer, the Fairfield County Clerk of Courts, and Staff, Permission to Attend (Travel) [Clerk of Courts- Legal]
- Fairfield County Economic & Workforce Development
- 2025-01.07.t A resolution to approve a Community Reinvestment Area Agreement with Basil Western Logistics, LLC, a Kentucky limited liability company [Economic & Workforce Development]
- 2025-01.07.u A resolution authorizing the reduction appropriations in major expenditure object categories for Fund# 3897. [Economic & Workforce Development]
- Fairfield County Emergency Management Agency
- 2025-01.07.v A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 (Subfund 8349) Hazardous Materials Emergency Planning Grant (HMEP) [EMA]
- Fairfield County Engineer
- 2025-01.07.w A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend. [Engineer]
- 2025-01.07.x A resolution to establish a “NO PARKING ZONE” along Hill Road (CR18). [Engineer]

- 2025-01.07.y A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. [Engineer]
- 2025-01.07.z A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services [Engineer]
- 2025-01.07.aa A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer. [Engineer]
- 2025-01.07.bb A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024. [Engineer]
- 2025-01.07.cc A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements [Engineer]
- 2025-01.07.dd A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses [Engineer]
- 2025-01.07.ee A resolution to approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements. [Engineer]
- Fairfield County Facilities
- 2025-01.07.ff A Resolution Authorizing the Approval of Lease Amendment No. 1 with Congressman Troy Balderson at the Fairfield Center [Facilities]
- 2025-01.07.gg A Resolution Authorizing the Approval of an Agreement for the construction of a security barrier at the Sheriff's Office and Jail with McDaniels Construction Inc. [Facilities]
- Fairfield County Health Department
- 2025-01.07.hh A resolution to authorize the establishment of a Budget Stabilization Fund for the Fairfield County Health Department [HEALTH DEPARTMENT] [Health Department]
- Fairfield County Recorder
- 2025-01.07.ii A resolution granting Lisa McKenzie, Fairfield County Recorder, and Staff, Permission to Attend (Travel) [Recorder]
- Fairfield County Regional Planning Commission
- 2025-01.07.jj A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project. [Regional Planning Commission]
- 2025-01.07.kk A resolution to approve Conditional Acceptance of Chesapeake Section 2 & Section 3 Subdivision [Regional Planning] [Regional Planning Commission]

Fairfield County Sheriff

2025-01.07.ii A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training [Sheriff]

2025-01.07.mm A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc. [Sheriff]

Fairfield County Treasurer

2025-01.07.nn A Resolution Granting the Fairfield County Treasurer, James N. Bahnsen, and Treasurer's Staff, Permission to Travel and Attend During 2025 [Treasurer]

Lancaster-Fairfield Community Action Agency

2025-01.07.oo A resolution to enter into a contract between Fairfield County and the Lancaster-Fairfield Community Action Agency for Recycling and Education Services for 2025. [Community Action]

2025-01.07.pp CHIP Mortgage Lien for Genna Miller [Community Action]

The next Regular Meeting is scheduled for January 14, 2025, 9:00 a.m.

Adjourn



**A Resolution to Approve the Appointment of an Apiary Inspector for Fairfield County for 2025**

**WHEREAS,** an Apiary Inspector must be appointed for the 2025 apiary season; and

**WHEREAS,** the appointed Apiary Inspector is a contractor position to be paid \$18.00 per hour and reimbursed mileage at the current rate established by the Board, which is concurrent with the standard mileage rate established by the IRS, and is also to be reimbursed for actual costs and postage.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of Commissioners appoints

Mr. Shawn Rinehart  
5235 Knight Street  
Groveport, Ohio 43215

As the Apiary Inspector for the 2025 apiary season.

Prepared by: Rochelle Menningen



**2025 - APPOINTMENT FOR COUNTY APIARY INSPECTOR**

County	Appoints:	
Name:		
Street:		
City:	State:	Zip:
Phone Number:	Email:	
<p>The county apiary inspector shall serve for the <b>2025</b> apiary season (approximate season from April 1<sup>st</sup> to October 31<sup>st</sup> weather permitting)</p> <p><b><u>PLEASE COMPLETE ONE FORM FOR EACH COUNTY INSPECTOR</u></b> <b><u>AND RETURN BY JANUARY 31<sup>st</sup> TO THE ADDRESS ABOVE:</u></b></p>		
The following was approved on _____ (Date)		

**Please  
Complete All  
Lines →**


**Appropriation  
Compensation Rate (Hourly, Daily)  
Mileage Rate  
Meals (if applicable)**

\_\_\_\_\_ **Commissioner**

\_\_\_\_\_ **Commissioner**

\_\_\_\_\_ **Commissioner**

\_\_\_\_\_ **Clerk**

**COUNTY COMMISSIONER CONTACT INFORMATION**

County Commissioner Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

City | State | Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_



December 17, 2024

Dear County Commissioners:

Thank you for your continued support of the Ohio Department of Agriculture's Apiary Inspection program. We are writing to encourage you to appoint or reappoint a County Apiary Inspector. This position is crucial in providing hands-on interaction with beekeepers and helping to ensure that bees are disease and pest free.

Monitoring colony health is extremely important to curtail the spread of contagious bee diseases and pests. County Apiary Inspectors are key to this prevention. Attached is a statewide summary, showing the number of inspections performed and diseases/pests identified in Ohio's apiaries. Please note the statistics and information in your county. While American foulbrood (AFB) detections are low, varroa mite and small hive beetle counts are increasing.

ODA offers mandatory training for **all** apiary inspectors in April. The training provides continuing education, updates on policies and procedures, and a review of the proper and professional way to conduct inspections consistent with Ohio Revised Code Section 909.

Please return the attached appointment form with the appointed inspector's information by January 31, 2025. We will then reach out to your appointed inspector with information about the training.

Thank you for valuing the Apiary program as much as we do. If you would like help with the inspector appointment process or have any other questions, please call 614.728.6373 or email at [apiary@agri.ohio.gov](mailto:apiary@agri.ohio.gov).

Sincerely,

Apiary Program  
Ohio Department of Agriculture, Division of Plant Health  
614-728-6373  
[apiary@agri.ohio.gov](mailto:apiary@agri.ohio.gov)

**REGISTERED APIARY SUMMARY FOR 2024**

COUNTY	INSPECTOR	APIARIES	APIARIES INSPECTED	COLONIES INSPECTED	AFB	EFB	CB	NOS	VAR	SHB
ADAMS	MANGUS	75	26	116	0	3	0	0	98	16
ALLEN	ARHEIT	104	0	0	0	0	0	0	0	0
ASHLAND	A. MEHERG	139	35	515	0	0	0	0	460	14
ASHTABULA	RZESZUETK	108	113	632	0	5	0	0	66	41
ATHENS	NEWMAN	101	132	631	0	1	0	0	207	65
AUGLAIZE	PIPER	55	51	338	0	0	4	0	0	15
BELMONT	DEVAUGHN	64	43	322	0	0	0	0	0	76
BROWN	PHILLIPS	78	0	0	0	0	0	0	0	0
BUTLER	NO APPT	193	0	0	0	0	0	0	0	0
CARROLL	TUBAUGH	38	0	0	0	0	0	0	0	0
CHAMPAIGN	COMBS	111	75	278	0	0	0	0	249	31
CLARK	LYONS	97	97	568	0	0	0	0	547	547
CLERMONT	HARRIS	167	116	915	0	0	0	0	149	161
CLINTON	HUHMAN	88	59	253	0	0	0	0	228	53
COLUMBIANA	CONSER	110	3	59	0	0	0	0	0	0
COSHOCTON	L. MEHERG	85	42	384	0	0	0	0	237	6
CRAWFORD	NO APPT	44	0	0	0	0	0	0	0	0
CUYAHOGA	BARTOSH	323	126	462	0	0	0	2	101	159
DARKE	STASTNY	86	26	192	0	0	1	0	56	34
DEFIANCE	WALTERS	103	0	0	0	0	0	0	0	0
DELAWARE	CURTIS	236	82	521	0	0	0	0	197	121
ERIE	ZIMMERMAN	96	80	367	0	0	0	0	0	0
FAIRFIELD	RINEHART	204	190	858	0	0	0	0	858	81
FAYETTE	TRIMMER	70	9	50	0	0	0	0	31	5
FRANKLIN	Bagley	352	239	638	0	0	0	0	436	193
FULTON	SUBLETT	86	31	203	0	0	5	1	34	25
GALLIA	BLANK	45	5	25	0	0	0	0	1	4
GEAUGA	DINISHAK	203	0	0	0	0	0	0	0	0
GREENE	LYNCH	213	0	0	0	0	0	0	0	0
GUERNSEY	DEVAUGHN	70	58	349	0	0	0	0	0	35
HAMILTON	NO APPT	216	0	0	0	0	0	0	0	0
HANCOCK	JABLONSKI	60	0	0	0	0	0	0	0	0
HARDIN	NO APPT	78	0	0	0	0	0	0	0	0
HARRISON	EHNI	55	11	87	0	0	0	0	87	4
HENRY	HORST	67	17	103	0	0	0	0	68	3
HIGHLAND	HAMILTON	71	0	0	0	0	0	0	0	0
HOCKING	MCVAY	58	48	262	0	0	0	0	0	0
HOLMES	L. MEHERG	151	117	1004	0	11	0	0	637	7
HURON	NO APPT	112	0	0	0	0	0	0	0	0
JACKSON	RUBY	53	0	0	0	0	0	0	0	0
JEFFERSON	EHNI	71	12	166	0	0	0	0	166	0
KNOX	SIMPSON	124	35	106	0	0	0	0	4	10
LAKE	J. DAVIS	128	14	245	0	0	0	0	0	0
LAWRENCE	TURVEY	45	40	175	0	0	0	0	166	204
LICKING	MOODY	253	2	13	0	0	0	0	13	0
LOGAN	DAVIS	122	24	220	0	0	0	0	220	37
LORAIN	REICHEL	265	15	469	0	0	1	0	73	15
LUCAS	HORST	170	56	426	0	5	0	0	138	12
MADISON	NO APPT	62	0	0	0	0	0	0	0	0
MAHONING	CONSER	150	9	99	0	0	0	0	72	72

COUNTY	INSPECTOR	APIARIES	APIARIES INSPECTED	COLONIES INSPECTED	AFB	EFB	CB	NOS	VAR	SHB
MARION	NO APPT	53	0	0	0	0	0	0	0	0
MEDINA	MOHN	293	31	89	0	1	0	0	470	35
MEIGS	NEWMAN	55	77	342	0	0	0	0	155	104
MERCER	PIPER	80	71	634	0	0	3	0	0	19
MIAMI	LYONS	156	132	783	0	0	0	0	581	581
MONROE	MCGUIGAN	36	1	60	0	0	0	0	0	0
MONTGOMERY	HOLLEN	195	112	595	0	0	0	0	424	241
MORGAN	PRESTON	50	44	166	0	1	0	0	10	8
MORROW	NO APPT	101	0	0	0	0	0	0	0	0
MUSKINGUM	REYNOLDS	97	99	872	0	0	0	0	894	152
NOBLE	NICHOLS	50	47	233	0	0	0	0	182	36
OTTAWA	NO APPT	66	0	0	0	0	0	0	0	0
PAULDING	NO APPT	78	0	0	0	0	0	0	0	0
PERRY	ISHAM	66	1	17	0	0	0	0	17	1
PICKAWAY	NO APPT	139	0	0	0	0	0	0	0	0
PIKE	LEGG	48	39	226	0	19	0	0	192	78
PORTAGE	PATITUCE	198	0	0	0	0	0	0	0	0
PREBLE	BENEKE	71	14	79	0	0	0	0	11	18
PUTNAM	BOLLETT	82	0	117	0	0	0	0	0	0
RICHLAND	NO APPT	158	0	0	0	0	0	0	0	0
ROSS	HUHMANN	115	86	729	0	0	0	0	659	81
SANDUSKY	ZIMMERMAN	67	48	261	0	0	0	0	0	0
SCIOTO	QUEEN	48	40	171	0	0	0	0	126	137
SENECA	ZIMMERMAN	112	81	345	2	0	0	0	16	6
SHELBY	LITTLEFIELD	58	36	206	0	0	0	0	77	31
STARK	NO APPT	269	0	0	0	0	0	0	0	0
SUMMIT	KATZ	342	39	150	0	0	0	0	46	15
TRUMBULL	LEALAND	125	0	0	0	0	0	0	0	0
TUSCARAWAS	ACKERMAN	114	61	311	0	0	3	0	236	37
UNION	COMBS	119	78	416	0	0	0	0	381	83
VAN WERT	NO APPT	51	0	0	0	0	0	0	0	0
VINTON	NO APPT	13	0	0	0	0	0	0	0	0
WARREN	LYONS	220	0	0	0	0	0	0	0	0
WASHINGTON	DEVAUGHN	105	78	422	0	0	0	0	0	9
WAYNE	SVAB	202	9	272	0	0	0	0	33	35
WILLIAMS	NO APPT	73	0	0	0	0	0	0	0	0
WOOD	HORST	118	42	633	0	3	0	0	475	37
WYANDOT	DEFRANCO	29	35	317	0	0	0	0	30	260
STATE APIARIST	DEERING		94	858	0	3	1	0	1014	56
STATE TOTALS			3433	21355	2	52	18	3	11628	4106

Percent with AFB	0.01%
Percent with EFB	0.08%
Percent with CB	0.01%
Percent with Nosema	0.01%
Percent with Varroa	54.45%
Percent with SHB	19.23%

**Apiary:** any place where one or more colonies are kept  
**Colony:** the hive, bees (dead or alive), combs and brood  
**AFB:** American Foulbrood, Paenibacillus larvae  
**EFB:** European Foulbrood, Melissococcus pluton  
**CB:** Chalkbrood, Ascospaera apis  
**NOS:** Nosema, Nosema spp.  
**VAR:** Varroa Mite, Varroa destructor = V. jacobsoni  
**SHB:** Small Hive Beetle, Aethina tumida



Signature Page

Resolution No. 2025-01.07.d

A Resolution to Approve the Appointment of an Apiary Inspector for Fairfield County for 2025

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution to Approve an Agreement Between Krile Communications and the Fairfield County Commissioners**

**WHEREAS**, Krile Communications has submitted a proposal for strategic communications counsel and public relations services, including development and execution of a comprehensive communications plan and strategic planning services for the Fairfield County Commissioners for 2025; and

**WHEREAS**, these services are needed in order to support civic education of Fairfield County government including Commission departments and specifically the Fairfield County Workforce Center.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners resolve to approve and authorizes the County Administrator to sign the 2025 contract with Krile Communications.



January 1, 2025

Aundrea Cordle  
Fairfield County Administrator  
*Via email*

Dear Ms. Cordle,

This letter outlines an agreement in which Krile Communications, LLC, will provide strategic communications counsel and public relations to Fairfield County, including development and execution of a comprehensive communications plan.

Krile Communications will provide approximately 100 hours of professional services for \$13,000 per month beginning January 1, 2025, and continuing through December 31, 2025. Miscellaneous will be pre-approved by the client and will not exceed \$5,000. Total billing, including expenses, shall not exceed \$161,000.

Krile Communications upholds the highest levels of confidentiality with clients. Therefore, any and all information shared with Krile in the context of this work will be held in the strictest of confidence by any and all members of the Krile team.

Krile Communications will provide a monthly invoice including expenses incurred on behalf of the client. Payment is to be made to: Krile Communications, 415 East Main Street, Lancaster, Ohio 43130. Either party can cancel this agreement for any reason by providing all work to date is completed and paid for in full.

Please indicate your agreement by signing below and returning one copy of the letter to Angela Krile. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela N. Krile".

Angela N. Krile  
CEO, Krile Communications, LLC

AGREED: Aundrea Cordle, Fairfield County Administrator

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

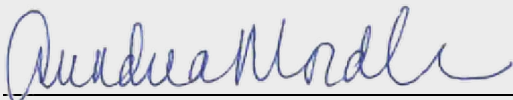
*Please sign, return one original to Krile Communications and keep one for your files.*

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

**604 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

**B  
I  
L  
L  
T  
O**

COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

**V  
E  
N  
D  
O  
R**

ANGELA N KRILE  
KRILE COMMUNICATIONS LLC  
415 E MAIN ST  
LANCASTER, OH 43130

**S  
H  
I  
P  
T  
O**

COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		762	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2025	7821		COMMISSIONERS ADMIN
NOTES			

PO Requisitioner Name : Staci Knisley  
E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2025 communications contract GL Account: 12100110 - 530000	1.0	EACH	\$161,000.00	\$161,000.00
GL SUMMARY					
	12100110 - 530000			\$161,000.00	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$161,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

*Carri L. Brown*

Auditor Fairfield County, OH

Purchase Order Total

**\$161,000.00**

For Department Use ONLY





**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Krile, Angela**  
Organization: **Krile Communications**  
Date: **11/18/2024 11:26:30 AM**

This search produced the following list of **11** possible matches:

Name/Organization	Address
Byers, Angela	3926 School Section Road
Johns, Angela	905 Mannering Road
Jones, Angela	3152 East 49th Street, Apt. 3A
Mclver, Angela	210 E. High Street
McKinney-Lowe, Angela	3814 Klepinger Road
Mumphrey, Angela	7629 Tanglewood
Sharpe, Angela	348 Mathews Rd
Walton, Angela	201 Pennsylvania Avenue
Balon, Angelique	205 Linn Drive, PO Box 806
Morgan, Angel	4870 Hunt Road, Suite 1
Sumler, DeAngelo	3526 Mack Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve an Agreement Between Krile Communications and the  
Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 11/18/2024 2:29:04 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.e

A Resolution to Approve an Agreement Between Krile Communications and the  
Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution to Approve the Expedited Type II Annexation of 151.9 +/- Acres from Violet Township to the City of Pickerington, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Nathan Painter**

**WHEREAS**, a revised petition for annexation of 151.9 +/- acres, more or less, from Violet Township into the City of Pickerington, was filed with the Fairfield County Board of Commissioners on November 18, 2024, under the expedited process outlined in Section 709.023 of the Revised Code; and

**WHEREAS**, a legal description and survey of the property to be annexed is attached hereto and incorporated herein; and

**WHEREAS**, (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;

(2) The individuals who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all the owners of real estate in that territory;

(3) The territory proposed for annexation does not exceed five hundred acres;

(4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;

(5) The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed for annexation.

(6) If a street or highway is divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem, which is outlined in the attached road maintenance agreement. As used in this paragraph, "street" or "highway" has the same meaning in section 4511.01 of the Revised Code; and

**A Resolution to Approve the Expedited Type II Annexation of 151.9 +/- Acres from Violet Township to the City of Pickerington, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Nathan Painter**

**WHEREAS**, the County Engineer is responsible for inspecting and maintaining 19.63 acres of the annexed land that is known as the Estates at Lake Forest and is part of a Drainage Maintenance District; and

**WHEREAS**, the City of Pickerington, Ohio has adopted the municipal services ordinance to provide city services to the property to be annexed and did not object to the annexation of the territory within the timeframe set forth in R.C. 709.023.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners finds that the petition is a valid petition to annex and that it meets all the requirements set forth in and was filed in a manner provided in R.C. 709.023.

**Section 2.** Pursuant to R.C. 709.023, the Board of Commissioners hereby grants the petition to annex 151.9 +/- acres, more or less, from Violet Township into the City of Pickerington.

**Section 3.** That the Clerk of the Board of Commissioners is instructed to deliver a certified copy of the entire record of the annexation proceedings, including the Board resolution, the petition, the map, and all other papers of the file relating to the annexation proceedings to the Clerk of the City of Pickerington, Ohio.

Prepared by: Rochelle Menningen



Jon Hunt  
6/4-441-5174

RECEIVED

NOV 05 2024

**EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)  
TO THE CITY OF PICKERINGTON OF  
151.9+/- ACRES, MORE OR LESS,  
FROM VIOLET TOWNSHIP**

Fairfield County  
Commissioners

Received by  
Jeri Hunt  
at 9:53 am.  
PMM

TO THE BOARD OF COUNTY COMMISSIONERS  
OF FAIRFIELD COUNTY, OHIO

The undersigned, petitioners in the premises, and being THE SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 151.9 +/- acres, more or less, with a total length of the annexation perimeter of 16,082 feet, more or less, in the Township of Violet, which area is contiguous along 2,624 feet, or 16% is contiguous to the City of Pickerington, do hereby pray that said territory be annexed to the City of Pickerington, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

In support of said Petition, the petitioners state there are within the territory so prayed to be annexed FOUR (4) OWNERS OF SAID REAL ESTATE.

Nathan D. Painter, whose address is Painter & Associates LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the FAIRFIELD County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**

NAME

ADDRESS

DATE

T.D. Richardson  
by TODD D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

see attached

Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

\_\_\_\_\_, 2024

Karl Bilusits  
by KARL BILUSITS  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

Mark J. Mahoney  
by MARK J. MAHONEY  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

10-15, 2024

NAME

ADDRESS

DATE

T.D. Richardson  
by TEXS D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

St. Anderson  
J. Anderson  
Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

10-17, 2024

Karl B. Willis  
by KARL WILLIS  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

see attached  
by \_\_\_\_\_  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

\_\_\_\_\_, 2024

**EXHIBITS**

Exhibit A= Legal Description

Exhibit B= Plat Map

Exhibit C= Adjacent Parcel Owner List

**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Violet, being part of Section 26 & 27, Township 16, Range 20, Refugee Lands and containing 151.9± acres of land, more or less, said 151.9± acres being all of a 87.8357 acre tract of land as conveyed to Raw RE III, LLC in Instrument No. 202100008121, the entirety of the Estates at Lake Forest subdivision as dedicated in Plat Cabinet 3, Sl. 96, Lots 1-54 and Open Areas "A", "B", "C", and "D" as numbered and delineated on said subdivision being conveyed to AMH Development, LLC in Instrument No. 202100005262, Lot 55 as numbered and delineated on said subdivision being conveyed to Estates at Lake Forest, LLC in Instrument No. 202100009767, a 21.64 acre tract of land as conveyed to Steven D. Anderson & Judith M. Broadstone in Deed Vol. 524, Pg. 972, a 10.482 acre tract of land as conveyed to Steven D. and Judith B. Anderson (legal name change from Judith M. Broadstone) in Deed Book 552, Pg. 567, and a 3.35 acre tract of land as conveyed to Steven D. and Judith B. Anderson in Deed Book 544, Pg. 517 & Deed Book 544, Pg. 522, said 151.9± acres more particularly described as follows:

**Beginning**, at a point on the south line of said 87.8357 acre tract, being in the westerly right of way of Ault Road (60' R/W) as dedicated on Plat Cabinet 2, Sl. 85, and in the north line of Pickerington High School North & Lakeview Junior High School Plat as dedicated in Plat Cabinet 2, Sl. 85;

Thence **N 85°51'01" W**, with the south line of said 87.8357 acre tract and the north line of said Pickerington High School North & Lakeview Junior High School Plat, **2655.6± feet**, to the southwest corner of said 87.8357 acre tract, the northwest corner of said Pickerington High School North & Lakeview Junior High School Plat, and being on the east line of Lot 31 of said Estates at Lake Forest subdivision;

Thence **S 04°09'48" W**, with the west line of said Pickerington High School North & Lakeview Junior High School Plat and the east line of said Lot 31, **74.4± feet** to a point on the west line of said Pickerington High School North & Lakeview Junior High School Plat, the southeast corner of said Lot 31, the northeast corner of Reserve "B" as dedicated for the Lake Forest subdivision in Plat Cabinet 3, Sl. 35, and an angle point of a City of Pickerington Corporation Line (Case No. 02-CV-579, Res. No. 02-07.30.I (11/23/2004), Ord. No. 2005-12, O.R. 1383, Pg. 2060);

Thence **N 85°44'32" W**, with the south line of said Lot 31, the south lines of Lots 1, 32, 33, 55, and Reserve "B" of said Estates at Lake Forest subdivision and said 21.64 acre tract, the north line(s) of Reserve "B" and Lots 1-8 as numbered and delineated for said Lake Forest subdivision, and across the right of way of Rapala Lane (50' R/W) as dedicated in Plat Cabinet 3, Sl. 87, and with said City of Pickerington Corporation Line, **1332.7± feet** to the northwest corner of said Lot 1, the northeast corner of Lot 164 as numbered and delineated for the Graystone Section 4 subdivision in Plat Cabinet 3, Sl. 97, an angle point of said City of Pickerington Corporation Line, and an angle point of a City of Pickerington Corporation Line (Res. No. 2021-01.12.c (1/12/2021), Ord. No. 2021-08, I.N. 202100015287);

Thence **N 85°44'32" W**, with the north line of said Lot 164, the north line of Lot 163 as numbered and delineated for said subdivision, the north line of Reserve "A" as dedicated for the Graystone Section 2B subdivision in Plat Cabinet 3, Sl. 88, with the south line of said 21.64 acre tract, and with said City of Pickerington Corporation Line, **1291.1± feet** to a point on the south line of said 21.64 acre tract and the easterly right-of-way of Milnor Road (80' R/W), the northwest corner of said Reserve "A", the northeast corner of a 0.313 acre tract of land as conveyed to The Board of Fairfield County Commissioners in Official Record 1839, Pg. 2386, and an angle point of said City of Pickerington Corporation Line;

Thence **N 04°41'11" E**, with the easterly right of way of said Milnor Road (80' R/W), across said 21.64 acre tract, the across said 3.35 acre tract, and across said 10.482 acre tract, **1033.7± feet**, to the a point on the north line of said 10.482 acre tract, the southwest corner of Open Space "B" as numbered and delineated for the Chesapeake Section 1 subdivision in Plat Cabinet 3, Sl. 55, and being on the easterly right of way of said Milnor Road;

Thence **S 85°50'12" E**, with the north line of said 10.482 acre tract, the south lines of Lots 16-23 and Open Space "C" as numbered and delineated for said plat, the southwest corner of Lot 15 as numbered and delineated for said plat, the south lines of Open Space "D" and "F" as dedicated for the Chesapeake Section 2 subdivision in Plat Cabinet 3, Sl. 86, the south line of Open Space "E" as dedicated for the Chesapeake Section 3 subdivision in Plat Cabinet 3, Sl. 87, across the right of way of said Rapala Lane (50' R/W), the north lines of Lots 13-21 as numbered and delineated for said Estates at Lake Forest subdivision, and the north line of Reserve "D" as dedicated for said Estates at Lake Forest subdivision, **2614.1± feet** to the northeast corner of said Reserve "D", the southeast corner of Open Space "E", being on the west line of said 87.8357 acre tract, and being on the east line of Section 27 and the west line of Section 26;

Thence **N 04°09'26" E**, with the west line of said 87.8357 acre tract, the east lines of said Open Space "E" and Lots 49-50 as numbered and delineated for said plat, the east line of a 41.887 acre tract of land as conveyed to Joyce A. Wymer & John D. Wymer, Co-Trustees of the Joyce A. Wymer Revocable Trust TRS, as conveyed in Official Record 1566, Pg. 121, the east line of a 38.000 acre tract of land as conveyed to H. Bert & Stephanie A. Lindsay in Deed Book 564, Pg. 601, and with the common line of Section 27 and 26, **1720.4± feet** to the northwest corner of said 87.8357 acre tract, the northeast corner of said 38.000 acre tract, the southeast corner of Lot 162 as numbered and delineated for the Meadowmoore Section 3, Phase 2 subdivision as dedicated in Plat Cabinet 2, Sl. 150, a the southwest corner of an original 43.315 acre tract of land as conveyed to John E. Donley in Official Record 1256, Pg. 1187, and being the common corner of Sections 22, 23, 26, and 27;

A



**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-2-

Thence S 86°08'48" E, with the north line of said 87.8357 acre tract, the south line of said original 43.315 acre tract, the north line of said Section 26, and the south line of said Section 23, 1350.8± feet to a northeast corner of said 87.8357 acre tract, the northwest corner of Lot 6 as numbered and delineated for the Fox Run West subdivision in Plat Cabinet 10, Sl. 69, being on the south line of said original 43.315 acre tract, and the common line of said Section 23 and 26;

Thence S 04°23'10" W, with an east line of said 87.8357 acre tract, the west line of said Lot 6, the west lines of Lots 7-10 as numbered and delineated in said plat, the west line of an original 41.375 acre tract of land as conveyed to Donley Homes Inc. in Official Record 1739, Pg. 2940, 2473.3± feet to an angle point of said 87.8357 acre tract and the southwest corner of said original 41.375 acre tract;

Thence S 85°56'45" E, with a north line of said 87.8357 acre tract, the south line of said original 41.375 acre tract, the south line of a 0.218 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Part 4 in Plat Cabinet 3, Sl. 90, the south line of a 0.202 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 8, Part 3 in Plat Cabinet 3, Sl. 83, the south line of a 0.188 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 11, Part 3 in Plat Cabinet 3, Sl. 92, the south line of a 0.179 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Phase 5 in Plat Cabinet 3, Sl. 90, and the south line of a 2.054 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 3, Part 2 in Plat Cabinet 3, Sl. 66, 1315.9± feet to a point on the westerly right of way of said Ault Road (60' R/W), the southwest corner of a 0.383 acre tract of land as conveyed to the Fairfield County Board of Commissioners in Official Record 1755, Pg. 665, the southeast corner of said 2.054 acre tract, and being on a north line of said 87.8357 acre tract;

Thence S 04°26'09" W, with the westerly right of way of said Ault Road (60' R/W) and across said 87.8357 acre tract, 219.9± feet to the Point of Beginning, containing 151.9± acres.

The above description was prepared by Advanced Civil Design Inc. on March 20, 2023 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 16,082± feet, of which 2,624± feet are contiguous with existing City of Pickerington Corporation lines, being 16±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.

ADVANCED CIVIL DESIGN, INC.

 10/24/2024  
Jonathan E. Phelps, P.S. 8241

Z:\22-0004-1171\Survey\151.9 Ac. Annexation Description.doc





**EXHIBIT C**  
**ADJACENT PARCEL OWNERS**

1. Parcel No. 036-00935-00 - 8295 Chesapeake Way NW  
Parcel No. 036-00935-30 - Milnor Rd NW  
Pickerington, OH 43147  
Joyce A. Wymer and John C. Wymer,  
Co-Trustees  
12850 Milnor Rd NW  
Pickerington, OH 43147
  
2. Parcel No. 036-00935-10  
12950 Milnor Rd NW  
H. Bert and Stephanie A. Lindsay  
5880 Searborough Blvd.  
Columbus, OH 43232
  
3. Parcel No. 036-00852-00  
13023 Ault Rd NW  
John E. Donley  
7600 Farmsberry Dr  
Reynoldsburg, OH 43068
  
4. Parcel No. 036-00907-12  
Michael and Veronica Mathers  
12530 Ault Rd NW  
Pickerington OH 43147
  
5. Parcel No. 036-00907-14  
Hayley and Shaun Simpson  
12490 Ault Rd NW  
Pickerington, OH 43147
  
6. Parcel No. 036-00936-20  
Milnor Rd NW  
Pickerington, OH 43147  
Board of Fairfield County Commissioners  
210 E. Main St., Rm. 301  
Lancaster, OH 43130

7. Parcel No. 036-06433-00  
Barry L. and Laura Mowery  
7937 Banker Dr NW  
Pickerington, OH 43147
8. Parcel No. 036-06905-09  
The Enclave at Meadowmoore  
Condominium Phase 3 Part 2  
Common Area Parcel  
7449 Harden Circle  
Pickerington, OH 43147
9. Parcel No. 036-09238-00  
John and Pamela Feucht  
7585 Atwood Dr NW  
Pickerington, OH 43147
10. Parcel No. 036-09241-00  
Tondalaya Payne  
7593 Atwood Dr NW  
Pickerington, OH 43147
11. Parcel No. 036-09135-00  
Michael and Linda Barnett, Trustees  
7601 Atwood Dr NW  
Pickerington, OH 43147
12. Parcel No. 036-09237-00  
Edward and Linda Tessmer Trustees  
7609 Atwood Dr NW  
Pickerington, OH 43147
13. Parcel No. 036-06007-00  
7800 Refugee Rd NW  
Pickerington, OH 43147  
Board of Education of Pickerington Local School District  
777 Long Rd  
Pickerington, OH 43147
14. Parcel No. 036-05063-10  
Milnor Road NW  
Pickerington, OH 43147  
Winding Creek Owners Association  
4872 Cemetery Road

Hilliard, OH 43026

15. Parcel No. 036-05057-00  
Cheryl and Michael Hiatt  
12667 Wildflower Dr NW  
Pickerington, OH 43147
16. Parcel No. 036-00923-00  
Christopher and Karie Leas  
12705 Milnor Road NW  
Pickerington, OH 43147
17. Parcel No. 036-05026-00  
Ronald and Muriel Fairrow  
8517 Winding Creek Way  
Pickerington, OH 43147
18. Parcel No. 036-03751-00  
Timothy Linson and Michelle Badgett  
8540 North Spring Ct NW  
Pickerington, OH 43147
19. Parcel No. 036-06933-00 - Chesapeake Way NW  
Parcel No. 036-06934-00 - Chesapeake Way NW  
Parcel No. 036-09155-00 - Chesapeake Way NW  
Parcel No. 036-09176-00 - Rapala Ln NW  
Parcel No. 036-09175-00 - Rapala Ln NW  
Pickerington, OH 43147  
Chesapeake Homeowners Association  
% Omni Community Assoc Mgrs LLC  
P. O. Box 395  
Grove City, OH 43123
20. Parcel No. 036-06931-00  
Teresa & Rodger Flowers  
8443 Chesapeake Way NW  
Pickerington, OH 43147
21. Parcel No. 036-06930-00  
Errick and Elizabeth Highbaugh  
8427 Chesapeake Way NW  
Pickerington, OH 43147



22. Parcel No. 036-06929-00  
Mary E. and Delondo Miles  
8411 Chesapeake Way NW  
Pickerington, OH 43147
23. Parcel No. 036-06928-00  
Danyelle and William Taylor  
8395 Chesapeake Way NW  
Pickerington, OH 43147
24. Parcel No. 036-06927-00  
Stephen and Shannon Walker  
8379 Chesapeake Way NW  
Pickerington, OH 43147
25. Parcel No. 036-06926-00  
Daya Acharya and Dahal Radha  
8363 Chesapeake Way NW  
Pickerington, OH 43147
26. Parcel No. 036-06925-00  
Fatoumata Diallo  
8347 Chesapeake Way NW  
Pickerington, OH 43147
27. Parcel No. 036-06924-00  
Tracy and Levester Daniels  
8331 Chesapeake Way NW  
Pickerington, OH 43147
28. Parcel No. 036-06923-00  
Frank and Jacqueline Boateng  
8315 Chesapeake Way NW  
Pickerington, OH 43147
29. Parcel No. 036-06922-00  
Lavell Trowsdell and Ronette Burkes  
8309 Chesapeake Way NW  
Pickerington, OH 43147
30. Parcel No. 036-09172-00  
Francis and Denese Woodland  
8030 Rapala Ln NW

Pickerington, OH 43147

31. Parcel No. 036-09171-00  
Lasheena Manley  
8031 Rapala Ln NW  
Pickerington, OH 43147
32. Parcel No. 036-09163-00  
Clay and Tina Johnson  
8021 Chesapeake PI NW  
Pickerington, OH 43147
33. Parcel No. 036-09162-00  
Maurice Manley  
8020 Chesapeake PI NW  
Pickerington, OH 43147
34. Parcel No. 041-12880-00 - Taylors Way  
Graystone Homeowners Association  
P.O. Box 395  
Grove City, OH 43123
35. Parcel No. 041-76865-00 - Rapala Ln  
Parcel No. 041-76866-00 - Rapala Ln  
Pickerington, OH 43147  
Graystone Development II LLC  
724 Bristol Cone Dr  
Gibsonia, PA 15044
36. Parcel No. 041-11925-00  
Sean and Taylor Grubb  
8240 Rapala Ln  
Pickerington, OH 43147
37. Parcel No. 041-11926-00  
Jon and Margaret Heischman II  
8220 Rapala Ln  
Pickerington, OH 43147
38. Parcel No. 041-11927-00  
Brenda Reed  
8200 Rapala Ln  
Pickerington, OH 43147

39. Parcel No. 041-11928-00  
John and Laura Wells  
8172 Rapala Ln  
Pickerington, OH 43147
40. Parcel No. 041-11929-00  
William L. Moose III  
8168 Rapala Ln  
Pickerington, OH 43147
41. Parcel No. 041-11930-00  
Bhawani and Ganga Dahal  
8164 Rapala Ln  
Pickerington, OH 43147
42. Parcel No. 041-11931-00  
Ashley Doutt  
8160 Rapala Ln  
Pickerington, OH 43147
43. Parce No. 041-11932-00  
Joshua and Amanda Krause  
8156 Rapala Ln  
Pickerington, OH 43147
44. Parcel No. 041-12101-00  
Lake Forest Lot Res. B  
Pickerington, OH 43147  
Lake Forest Ventures LLC  
250 Old Wilson Bridge Rd, Ste. 140  
Worthington, OH 43085
45. Parcel No. 036-00920-00  
7504 Harden Cir NW  
Pickerington, OH 43147  
Donley Homes Inc.  
7600 Farmsbury Dr  
Reynoldsburg, OH 43068
46. Parcel No. 036-07015-00  
Ronald and Sandra Hill and Kristen Burch, Trustees  
7577 Atwood Dr NW  
Pickerington, OH 43147

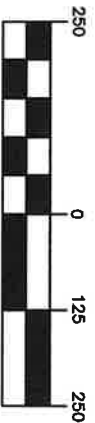
47. Parcel No, 036-07016-00  
Paul Que  
7569 Atwood Dr NW  
Pickerington, OH 43147
48. Parcel No. 036-07017-00  
Charles and Debra Houtaling  
7561 Atwood Dr NW  
Pickerington, OH 43147
49. Parcel No. 036-00907-11  
Andrew and Lynda Gordon  
12600 Ault Rd NW  
Pickerington, OH 43147
50. Parcel No. 036-01799-00  
Steven and Kerry Pierce  
12857 Fox Run Ct South  
Pickerington, OH 43147
51. Parcel No. 036-01798-00  
Todd Butler and Cynthia Anderson, Co-Trustees  
12861 Fox Run South NW  
Pickerington, OH 43147
52. Parcel No. 036-01797-00  
Drew Romig  
12865 Fox Run Ct South NW  
Pickerington, OH 43147
53. Parcel No. 036-01796-00  
Jean and Lee Parker  
12869 Fox Run Ct. North NW  
Pickerington, OH 43147
54. Parcel No. 036-01795-00  
Kara and Armando Gomez-Casillas  
12873 Fox Run Ct North NW  
Pickerington, OH 43147
55. Parcel No. 036-01794-00  
Ronnie and Judith Perry  
12877 Fox Run Ct North NW

Pickerington, OH 43147

56. Estates at Lake Forest Lots 1-54  
See Annexation Plat for Parcel Numbers  
AMH Development LLC  
23975 Park Sorrento Ste. 300  
Calabasas, CA 91302



GRAPHIC SCALE



( IN FEET )  
1 inch = 250 ft.

Length of Continuity: ±2,624 feet  
Total Length of Perimeter: ±16,082 feet  
Percentage of Continuity: ±16%

No islands of township property are created by this annexation.

**Legend**  
 Area to be Annexed  
 Existing City of Pickerington Corp Line  
 Proposed City of Pickerington Corp Line

This exhibit is created from information obtained from the Fairfield County Auditor's Office and the Fairfield County Recorder's Office. This exhibit is not to be used for the transfer of land.

151.9± ACRE  
ANNEXATION FROM THE  
TOWNSHIP OF VOLET  
TO THE CITY OF PICKERINGTON

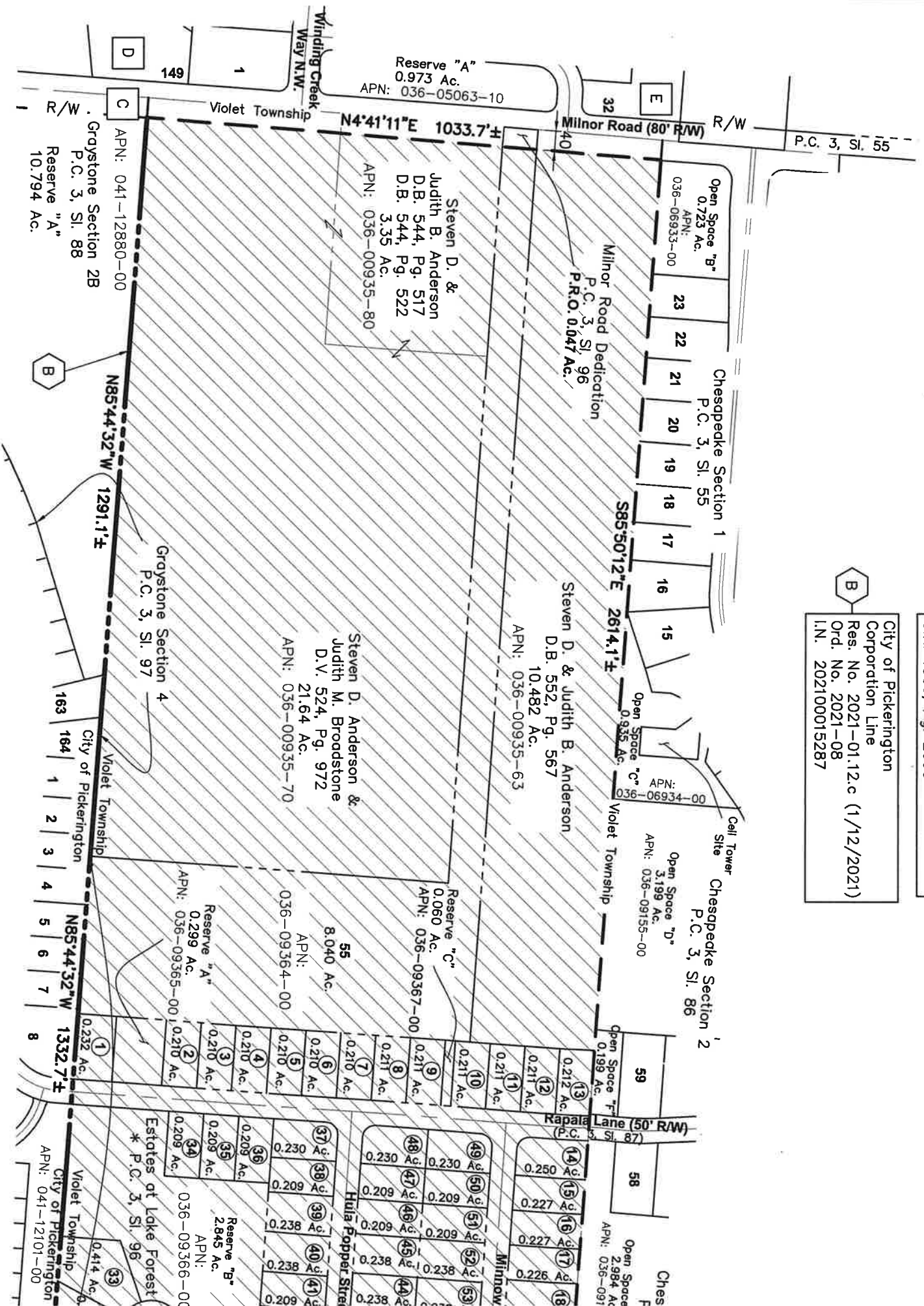
Section 26 & 27, Township 16  
Range 20, Lot 46 & 47  
Refugee Lands, Township of Volet  
County of Fairfield, State of Ohio

\* All Estates at Lake Forest lots and open spaces are deeded to AMH Development LLC of record in I.N. 202100005262 with the exception of Lot 55 as deeded of record to Estates at Lake Forest Estates, LLC in I.N. 202100009767.

①-⑤4 Lot Numbers for Estates at Lake Forest, P.C. 3, Sl. 96

H. Bert &  
D.E.  
APN:

Joyce A. Wymer  
Co-Trust  
Joyce A. Wymer F  
O.R. 156  
41.8  
APN: 036



**A**  
City of Pickerington  
Corporation Line  
Case No. 02-CV-579  
Res. No. 02-07.30.1 (11/23/2004)  
Ord. No. 2005-12  
O.R. 1383, Pg. 2060

**B**  
City of Pickerington  
Corporation Line  
Res. No. 2021-01.12.c (1/12/2021)  
Ord. No. 2021-08  
I.N. 202100015287

Auditor Parcel Numbers for Lots  
1-54 of the Estates at Lake Forest.

- |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                      |                      |                      |                      |                      |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| ① APN: 036-09310-00 | ② APN: 036-09311-00 | ③ APN: 036-09312-00 | ④ APN: 036-09313-00 | ⑤ APN: 036-09314-00 | ⑥ APN: 036-09315-00 | ⑦ APN: 036-09316-00 | ⑧ APN: 036-09317-00 | ⑨ APN: 036-09318-00 | ⑩ APN: 036-09319-00 | ⑪ APN: 036-09320-00 | ⑫ APN: 036-09321-00 | ⑬ APN: 036-09322-00 | ⑭ APN: 036-09323-00 | ⑮ APN: 036-09324-00 | ⑯ APN: 036-09325-00 | ⑰ APN: 036-09326-00 | ⑱ APN: 036-09327-00 | ⑲ APN: 036-09328-00 | ⑳ APN: 036-09329-00 | ㉑ APN: 036-09330-00 | ㉒ APN: 036-09331-00 | ㉓ APN: 036-09332-00 | ㉔ APN: 036-09333-00 | ㉕ APN: 036-09334-00 | ㉖ APN: 036-09335-00 | ㉗ APN: 036-09336-00 | ㉘ APN: 036-09337-00 | ㉙ APN: 036-09338-00 | ㉚ APN: 036-09339-00 | ㉛ APN: 036-09340-00 | ㉜ APN: 036-09341-00 | ㉝ APN: 036-09342-00 | ㉞ APN: 036-09343-00 | ㉟ APN: 036-09344-00 | ㊱ APN: 036-09345-00 | ㊲ APN: 036-09346-00 | ㊳ APN: 036-09347-00 | ㊴ APN: 036-09348-00 | ㊵ APN: 036-09349-00 | ㊶ APN: 036-09350-00 | ㊷ APN: 036-09351-00 | ㊸ APN: 036-09352-00 | ㊹ APN: 036-09353-00 | ㊺ APN: 036-09354-00 | ㊻ APN: 036-09355-00 | ㊼ APN: 036-09356-00 | ㊽ APN: 036-09357-00 | ㊾ APN: 036-09358-00 | ㊿ APN: 036-09359-00 | 1 APN: 041-11925-00 | 2 APN: 041-11926-00 | 3 APN: 041-11927-00 | 4 APN: 041-11928-00 | 5 APN: 041-11929-00 | 6 APN: 041-11930-00 | 7 APN: 041-11931-00 | 8 APN: 041-11932-00 | 9 APN: 041-11933-00 | 10 APN: 041-11934-00 | 11 APN: 041-11935-00 | 12 APN: 041-11936-00 | 13 APN: 041-11937-00 | 14 APN: 041-11938-00 | 15 APN: 036-06922 | 16 APN: 036-06922 | 17 APN: 036-06922 | 18 APN: 036-06922 | 19 APN: 036-06922 | 20 APN: 036-06922 | 21 APN: 036-06922 | 22 APN: 036-06922 | 23 APN: 036-06922 | 24 APN: 036-06922 | 25 APN: 036-06922 | 26 APN: 036-06922 | 27 APN: 036-06922 | 28 APN: 036-06922 | 29 APN: 036-06922 | 30 APN: 036-06922 | 31 APN: 036-06922 | 32 APN: 036-06922 | 33 APN: 036-06922 | 34 APN: 036-06922 | 35 APN: 036-06922 | 36 APN: 036-06922 | 37 APN: 036-06922 | 38 APN: 036-06922 | 39 APN: 036-06922 | 40 APN: 036-06922 | 41 APN: 036-06922 | 42 APN: 036-06922 | 43 APN: 036-06922 | 44 APN: 036-06922 | 45 APN: 036-06922 | 46 APN: 036-06922 | 47 APN: 036-06922 | 48 APN: 036-06922 | 49 APN: 036-06922 | 50 APN: 036-06922 | 51 APN: 036-06922 | 52 APN: 036-06922 | 53 APN: 036-06922 | 54 APN: 036-06922 | 55 APN: 036-06922 | 56 APN: 036-06922 | 57 APN: 036-06922 | 58 APN: 036-06922 | 59 APN: 036-06922 |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|

Auditor Parcel Numbers for  
Lots 1-8 of Lake Forest

Auditor Parcel Numbers for  
Lots 15-23 of Chesaca  
Section 1

Auditor Parcel Numbers for  
Lots 163-164 of Graystone  
Section 4

Auditor Parcel Numbers for  
Lots 49-50 of Chesaca  
Section 3



Section 22  
Section 23  
Meadowmoore  
Section 3, Phase 2  
P.C. 2, Sl. 150  
John E. Donley  
O.R. 1256, Pg. 1187  
Original 43.315 Ac.  
APN: 036-00852-00

Section 27  
Section 26  
Violet Township  
S86°08'48"E 1350.8'±  
Section 23  
Section 26

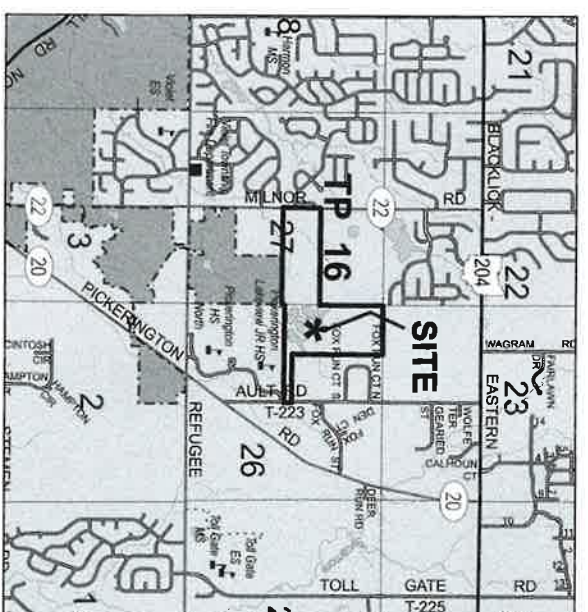
74.4'±  
S4°09'48"W  
Lake Forest  
P.C. 3, Sl. 35  
Reserve "D"  
0.156 Ac.  
APN: 036-09368-00  
Raw RE III, LLC  
I.N. 202100008121  
87.8357  
APN: 036-00915-00

S4°23'10"W 2473.3'±  
Violet Township  
Fox Run West  
P.C. 10, Sl. 69  
Donley Homes, Inc.  
O.R. 1739, Pg. 2940  
Original 41.375 Ac.  
APN: 036-00920-00

N85°51'01"W 2655.6'±  
Violet Township  
The Enclave at Meadowmoore  
Condominium Phase 10  
Part 4  
P.C. 3, Sl. 90  
0.218 Ac.  
APN: 036-09237-00  
Pickerington High School North &  
Lkview Junior High School Plat  
P.C. 2, Sl. 85  
APN: 036-06007-00

S85°36'45"E 1315.9'±  
Violet Township  
The Enclave at Meadowmoore  
Condominium Phase 8, Part 3  
P.C. 3, Sl. 83  
0.202 Ac.  
APN: 036-09135-00  
The Enclave at Meadowmoore  
Condominium Phase 11  
Part 3  
P.C. 3, Sl. 92  
0.188 Ac.  
APN: 036-09241-00  
The Enclave at Meadowmoore  
Condominium Phase 10  
Part 5  
P.C. 3, Sl. 90  
0.179 Ac.  
APN: 036-09238-00  
Fairfield County, Board  
of Commissioners  
O.R. 1755, Pg. 665  
0.383 Ac.  
APN: 036-06905-09  
Ault Road (60' R/W)  
Township Road 223  
P.C. 2, Sl. 85  
219.9'±  
S4°26'09"W

- A Michael & Veronica Mathers  
O.R. 1625, Pg. 1286  
2.0180 Ac.  
APN: 036-00907-12
- B Hayley & Shaun Simpson  
O.R. 1786, Pg. 408  
2.0137 Ac.  
APN: 036-00907-14
- C The Board of Fairfield County Commissioners  
O.R. 1839, Pg. 2386  
0.313 Ac.  
APN: 036-0093620
- D Countrywood Section Four  
P.C. 1, Pg. 67
- E Winding Creek Section 1  
P.C. 1, Pg. 175
- F Barry L. and Laura Mowery  
O.R. 1455, Pg. 3693  
APN: 036-06433-00



Location Map - NTS



ADVANCED CIVIL DESIGN, INC.  
Jonathan E. Phelps  
10/24/2024  
Date

ADVANCED CIVIL DESIGN  
781 Science Blvd., Sui  
Grafton, Ohio  
Ph 614-422-  
fax 614-422-  
DRAWN BY: JRM  
DATE: 10/24/2024  
JOB NO: 22-0004-  
CHECKED BY: DRB

Parcel Numbers for  
-10 of Fox Run West  
N: 036-01794-00  
N: 036-01795-00  
N: 036-01796-00  
N: 036-01797-00  
N: 036-01798-00  
Parcel Number for  
of Country Section  
N: 036-03751-00  
Parcel Number for  
32 of Country  
N: 036-05026-00  
N: 036-05057-00

This exhibit is created from information  
obtained from the Fairfield County Auditor's  
Office and the Fairfield County Recorder's  
Office. This exhibit is not to be used for  
the transfer of land.



**From:** [Burgei, David J](#)  
**To:** [Menningen, Rochelle M](#); [Brown-Thompson, Amy L](#); [Camechis, Jeffrey G](#); [Mattei, Holly R](#); [Hillberry, Joshua T](#); [Ebel, Robert Joseph \(Joe\)](#)  
**Cc:** [Dilley, Nicholas L](#)  
**Subject:** RE: Petition for Type II Annexation of 151.9 acres from Violet Twp to City of Pickerington  
**Date:** Tuesday, November 12, 2024 2:38:44 PM  
**Attachments:** [GIS - Annexation of Estates at Lake Forest, 151.9 acres to Pickerington.pdf](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)

---

Rochelle,

Attached are some items found during our review. One major concern is that the petition states there are 4 owners, however, we found there are 5.

If you have any questions or need clarification, please let either Nick or I know.

Thank you.

Dave



**David J. Burgei, GISP**

Real Estate Assessment Director • Auditor's Office

📞 (740) 652-7059 📠 (740) 243-8391 📠 (740) 681-5596

🌐 <https://realestate.co.fairfield.oh.us>

✉ [david.burgei@fairfieldcountyohio.gov](mailto:david.burgei@fairfieldcountyohio.gov)

📍 108 N. High St., Room 212, Lancaster, Ohio 43130



**From:** Menningen, Rochelle M <rochelle.menningen@fairfieldcountyohio.gov>

**Sent:** Wednesday, November 6, 2024 5:13 PM

**To:** Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>; Camechis, Jeffrey G <jeff.camechis@fairfieldcountyohio.gov>; Mattei, Holly R <holly.mattei@fairfieldcountyohio.gov>; Hillberry, Joshua T <joshua.hillberry@fairfieldcountyohio.gov>; Burgei, David J <david.burgei@fairfieldcountyohio.gov>; Ebel, Robert Joseph (Joe) <joe.ebel@fairfieldcountyohio.gov>


**Subject:** Petition for Type II Annexation of 151.9 acres from Violet Twp to City of Pickerington


Hello,

Please review the attached Type II Annexation (or forward to your staff for review), and provide any concerns or comments to me by 4pm on November 12, 2024.

Thank you,

Rochelle Menningen  
Clerk to the Board of Commissioners

 210 E Main St.  
Lancaster, OH  
43130

 740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



 rochelle.menningen@fairfieldcountyohio.gov

Jon Hunt  
6/4-441-5174

RECEIVED

NOV 05 2024

**EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)  
TO THE CITY OF PICKERINGTON OF  
151.9+/- ACRES, MORE OR LESS,  
FROM VIOLET TOWNSHIP**

Fairfield County  
Commissioners  
Received by  
Jeri Hunt  
at 9:53 am.  
PMM

TO THE BOARD OF COUNTY COMMISSIONERS  
OF FAIRFIELD COUNTY, OHIO

The undersigned, petitioners in the premises, and being THE SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 151.9 +/- acres, more or less, with a total length of the annexation perimeter of 16,082 feet, more or less, in the Township of Violet, which area is contiguous along 2,624 feet, or 16% is contiguous to the City of Pickerington, do hereby pray that said territory be annexed to the City of Pickerington, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

In support of said Petition, the petitioners state there are within the territory so prayed to be annexed **FOUR (4) OWNERS** OF SAID REAL ESTATE.

There are 5 owners

Nathan D. Painter, whose address is Painter & Associates LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the FAIRFIELD County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**



NAME

ADDRESS

DATE

T.D. Richardson  
by TODD D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

see attached

Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

\_\_\_\_\_, 2024

Karl Bilusits  
by KARL BILUSITS  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

Mark J. Mahoney  
by MARK J. MAHONEY  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

10-15, 2024

NAME

ADDRESS

DATE

T.D. Richardson  
by TEXS D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

St. Anderson  
J. Anderson  
Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

10-17, 2024

Karl Bullis  
by Karl Bullis  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

see attached  
by \_\_\_\_\_  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

\_\_\_\_\_, 2024

Missing owner:  
Reserves A, B, C, & D of Estates at Lake Forest have been sold according to Instrument 202300019531  
Now owned by:  
The Estates at Lake Forest Homeowners Association  
280 Pilot Rd, Las Vegas, NV 89119

**EXHIBITS**

Exhibit A= Legal Description

Exhibit B= Plat Map

Exhibit C= Adjacent Parcel Owner List

a part of

**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-1-

part

Situated in the State of Ohio, County of Fairfield, Township of Violet, being part of Section 26 & 27, Township 16, Range 20, Refugee Lands and containing 151.9± acres of land, more or less, said 151.9± acres being all of a 87.8357 acre tract of land as conveyed to Raw RE III, LLC in Instrument No. 202100008121, the entirety of the Estates at Lake Forest subdivision as dedicated in Plat Cabinet 3, Sl. 96, Lots 1-54 and Open Areas "A", "B", "C", and "D" as numbered and delineated on said subdivision being conveyed to AMH Development, LLC in Instrument No. 202100005262, Lot 55 as numbered and delineated on said subdivision being conveyed to Estates at Lake Forest, LLC in Instrument No. 202100009767, a 21.64 acre tract of land as conveyed to Steven D. Anderson & Judith M. Broadstone in Deed Vol. 524, Pg. 972, a 10.482 acre tract of land as conveyed to Steven D. and Judith B. Anderson (legal name change from Judith M. Broadstone) in Deed Book 552, Pg. 567, and a 3.35 acre tract of land as conveyed to Steven D. and Judith B. Anderson in Deed Book 544, Pg. 517 & Deed Book 544, Pg. 522, said 151.9± acres more particularly described as follows:

These have been sold  
Int: 202300019531

**Beginning**, at a point on the south line of said 87.8357 acre tract, being in the westerly right of way of Ault Road (60' R/W) as dedicated on Plat Cabinet 2, Sl. 85, and in the north line of Pickerington High School North & Lakeview Junior High School Plat as dedicated in Plat Cabinet 2, Sl. 85;

Thence **N 85°51'01" W**, with the south line of said 87.8357 acre tract and the north line of said Pickerington High School North & Lakeview Junior High School Plat, **2655.6± feet**, to the southwest corner of said 87.8357 acre tract, the northwest corner of said Pickerington High School North & Lakeview Junior High School Plat, and being on the east line of Lot 31 of said Estates at Lake Forest subdivision;

Thence **S 04°09'48" W**, with the west line of said Pickerington High School North & Lakeview Junior High School Plat and the east line of said Lot 31, **74.4± feet** to a point on the west line of said Pickerington High School North & Lakeview Junior High School Plat, the southeast corner of said Lot 31, the northeast corner of Reserve "B" as dedicated for the Lake Forest subdivision in Plat Cabinet 3, Sl. 35, and an angle point of a City of Pickerington Corporation Line (Case No. 02-CV-579, Res. No. 02-07.30.I (11/23/2004), Ord. No. 2005-12, O.R. 1383, Pg. 2060);

35

Lots 32, 33, Reserve B, 1, & 55

Thence **N 85°44'32" W**, with the south line of said Lot 31, the south lines of **Lots 1, 32, 33, 55, and Reserve "B"** of said Estates at Lake Forest subdivision and said 21.64 acre tract, the north line(s) of Reserve "B" and **Lots 1-8** as numbered and delineated for said Lake Forest subdivision, and across the right of way of Rapala Lane (50' R/W) as dedicated in Plat Cabinet 3, Sl. 87, and with said City of Pickerington Corporation Line, **1332.7± feet** to the northwest corner of said Lot 1, the northeast corner of Lot 164 as numbered and delineated for the Graystone Section 4 subdivision in Plat Cabinet 3, Sl. 97, an angle point of said City of Pickerington Corporation Line, and an angle point of a City of Pickerington Corporation Line (Res. No. 2021-01.12.c (1/12/2021), Ord. No. 2021-08, I.N. 202100015287);

Lots 8-1

Thence **N 85°44'32" W**, with the north line of said Lot 164, the north line of Lot 163 as numbered and delineated for said subdivision, the north line of Reserve "A" as dedicated for the Graystone Section 2B subdivision in Plat Cabinet 3, Sl. 88, with the south line of said 21.64 acre tract, and with said City of Pickerington Corporation Line, **1291.1± feet** to a point on the south line of said 21.64 acre tract and the easterly right-of-way of Milnor Road(80' R/W), the northwest corner of said Reserve "A", the northeast corner of a 0.313 acre tract of land as conveyed to The Board of Fairfield County Commissioners in Official Record 1839, Pg. 2386, and an angle point of said City of Pickerington Corporation Line;

Thence **N 04°41'11" E**, with the easterly right of way of said Milnor Road (80' R/W), across said 21.64 acre tract, the across said 3.35 acre tract, and across said 10.482 acre tract, **1033.7± feet**, to the a point on the north line of said 10.482 acre tract, the southwest corner of Open Space "B" as numbered and delineated for the Chesapeake Section 1 subdivision in Plat Cabinet 3, Sl. 55, and being on the easterly right of way of said Milnor Road;

Lots 23-16

Thence **S 85°50'12" E**, with the north line of said 10.482 acre tract, the south lines of **Lots 16-23** and Open Space "C" as numbered and delineated for said plat, the southwest corner of Lot 15 as numbered and delineated for said plat, the south lines of Open Space "D" and "F" as dedicated for the Chesapeake Section 2 subdivision in Plat Cabinet 3, Sl. 86, the south line of Open Space "E" as dedicated for the Chesapeake Section 3 subdivision in Plat Cabinet 3, Sl. 87, across the right of way of said Rapala Lane (50' R/W), the north lines of Lots 13-21 as numbered and delineated for said Estates at Lake Forest subdivision, and the north line of Reserve "D" as dedicated for said Estates at Lake Forest subdivision, **2614.1± feet** to the northeast corner of said Reserve "D", the southeast corner of Open Space "E", being on the west line of said 87.8357 acre tract, and being on the east line of Section 27 and the west line of Section 26;

Remove "TRS"

Thence **N 04°09'26" E**, with the west line of said 87.8357 acre tract, the east lines of said Open Space "E" and **Lots 49-50** as numbered and delineated for said plat, the east line of a 41.887 acre tract of land as conveyed to Joyce A. Wymer & John D. Wymer, Co-Trustees of the Joyce A. Wymer Revocable Trust **TRS**, as conveyed in Official Record 1566, Pg. 121, the east line of a 38.000 acre tract of land as conveyed to H. Bert & Stephanie A. Lindsay in Deed Book 564, Pg. 601, and with the common line of Section 27 and 26, **1720.4± feet** to the northwest corner of said 87.8357 acre tract, the northeast corner of said 38.000 acre tract, the southeast corner of Lot 162 as numbered and delineated for the Meadowmoore Section 3, Phase 2 subdivision as dedicated in Plat Cabinet 2, Sl. 150, a the southwest corner of an original 43.315 acre tract of land as conveyed to John E. Donley in Official Record 1256, Pg. 1187, and being the common corner of Sections 22, 23, 26, and 27;

A

Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington

-2-

Thence S 86°08'48" E, with the north line of said 87.8357 acre tract, the south line of said original 43.315 acre tract, the north line of said Section 26, and the south line of said Section 23, 1350.8± feet to a northeast corner of said 87.8357 acre tract, the northwest corner of Lot 6 as numbered and delineated for the Fox Run West subdivision in **Plat Cabinet 10, Sl. 69**, being on the south line of said original 43.315 acre tract, and the common line of said Section 23 and 26; **Plat Book 10, Pg. 69**

Thence S 04°23'10" W, with an east line of said 87.8357 acre tract, the west line of said Lot 6, the west lines of Lots 7-10 as numbered and delineated in said plat, the west line of an original 41.375 acre tract of land as conveyed to Donley Homes Inc. in Official Record 1739, Pg. 2940, 2473.3± feet to an angle point of said 87.8357 acre tract and the southwest corner of said original 41.375 acre tract;

Thence S 85°56'45" E, with a north line of said 87.8357 acre tract, the south line of said original 41.375 acre tract, the south line of a 0.218 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Part 4 in Plat Cabinet 3, Sl. 90, the south line of a 0.202 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 8, Part 3 in Plat Cabinet 3, Sl. 83, the south line of a 0.188 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 11, Part 3 in Plat Cabinet 3, Sl. 92, the south line of a 0.179 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Phase 5 in Plat Cabinet 3, Sl. 90, and the south line of a 2.054 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 3, Part 2 in Plat Cabinet 3, Sl. 66, 1315.9± feet to a point on the westerly right of way of said Ault Road (60' R/W), the southwest corner of a 0.383 acre tract of land as conveyed to the Fairfield County Board of Commissioners in Official Record 1755, Pg. 665, the southeast corner of said 2.054 acre tract, and being on a north line of said 87.8357 acre tract;

Thence S 04°26'09" W, with the westerly right of way of said Ault Road (60' R/W) and across said 87.8357 acre tract, 219.9± feet to the **Point of Beginning**, containing 151.9± acres.

The above description was prepared by Advanced Civil Design Inc. on March 20, 2023 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 16,082± feet, of which 2,624± feet are contiguous with existing City of Pickerington Corporation lines, being 16±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.

ADVANCED CIVIL DESIGN, INC.

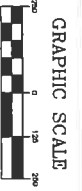
 10/24/2024  
Jonathan E. Phelps, P.S. 8241

Z:\22-0004-1171\Survey\151.9 Ac. Annexation Description.doc



The Enclave at Meadowmoore Condominium has been divided into several phases that are not being referenced.





( IN FEET )  
 1 Inch = 200 Ft.  
 Length of Contiguity: 43,624 feet  
 Total Length of Perimeter: 116,082 feet  
 Percentage of Contiguity: 41.6%

# 151.9± ACRE ANNEXATION FROM THE TOWNSHIP OF VIOLET TO THE CITY OF PICKERINGTON

Section 26 & 27, Township 16 Range 20, Lot 46 & 47  
 Refugee Lands, Township of Violet County of Fairfield, State of Ohio

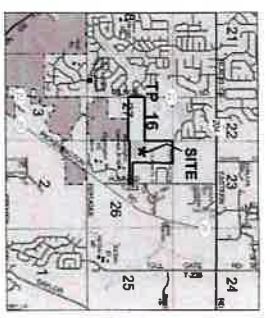
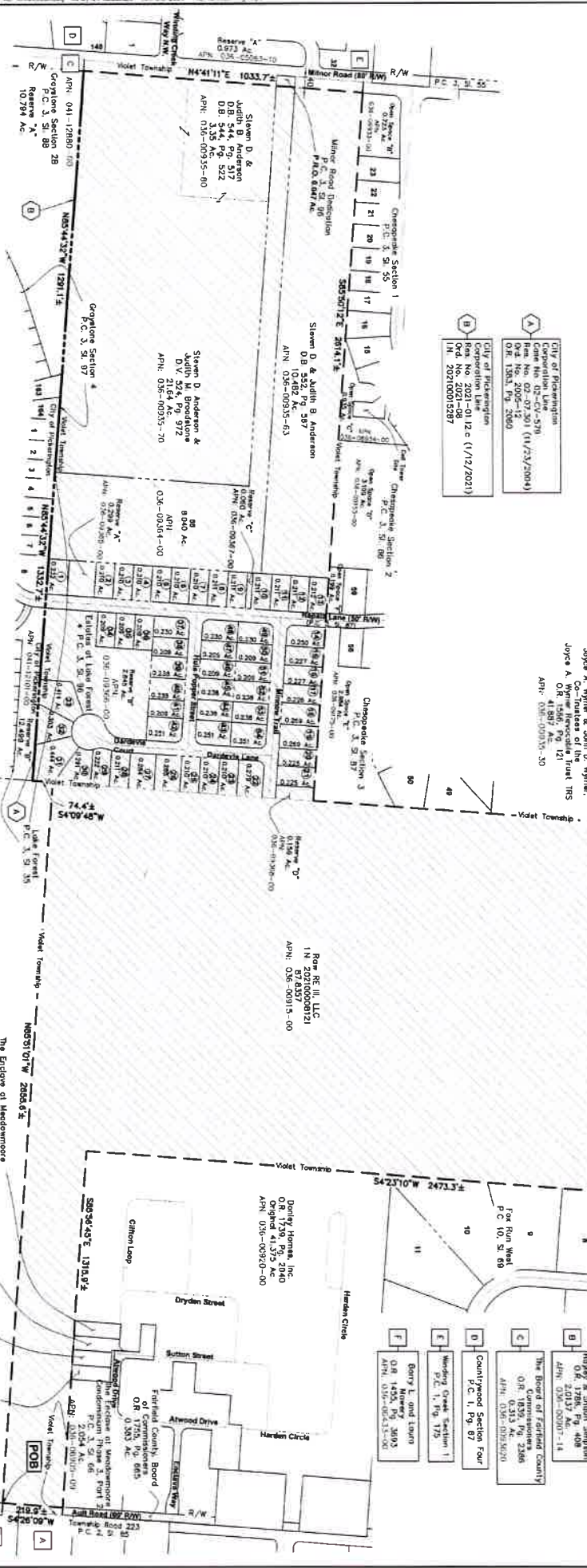
No lands of township property are created by this annexation.

Legend:  
 [Hatched] Area to be Annexed  
 [Dashed] Existing City of Pickerington Corp Line  
 [Solid] Proposed City of Pickerington Corp Line

\* All Estates of Lake Forest Park and other lands are to be annexed to the City of Pickerington. The City of Pickerington is the sole owner of the lands of Lake Forest Park, as defined in the City of Pickerington Ordinance No. 2021-01-12-C (1/12/2021) and the City of Pickerington Ordinance No. 2021-01-12-C (1/12/2021).

Lot Numbers for Estates at Lake Forest:  
 P.C. 3, S. 96

City of Pickerington  
 City Commission  
 Consent Resolution No. 2021-01-12-C (1/12/2021)  
 Ord. No. 2021-08  
 Ord. No. 2021-08  
 N. 202100015287



- Auditor Parcel Numbers for Lots 1-54 of the Estates of Lake Forest:
- 1 APN: 036-09310-00
  - 2 APN: 036-09311-00
  - 3 APN: 036-09312-00
  - 4 APN: 036-09313-00
  - 5 APN: 036-09314-00
  - 6 APN: 036-09315-00
  - 7 APN: 036-09316-00
  - 8 APN: 036-09317-00
  - 9 APN: 036-09318-00
  - 10 APN: 036-09319-00
  - 11 APN: 036-09320-00
  - 12 APN: 036-09321-00
  - 13 APN: 036-09322-00
  - 14 APN: 036-09323-00
  - 15 APN: 036-09324-00
  - 16 APN: 036-09325-00
  - 17 APN: 036-09326-00
  - 18 APN: 036-09327-00
  - 19 APN: 036-09328-00
  - 20 APN: 036-09329-00
  - 21 APN: 036-09330-00
  - 22 APN: 036-09331-00
  - 23 APN: 036-09332-00
  - 24 APN: 036-09333-00
  - 25 APN: 036-09334-00
  - 26 APN: 036-09335-00
  - 27 APN: 036-09336-00
  - 28 APN: 036-09337-00
  - 29 APN: 036-09338-00
  - 30 APN: 036-09339-00
  - 31 APN: 036-09340-00
  - 32 APN: 036-09341-00
  - 33 APN: 036-09342-00
  - 34 APN: 036-09343-00
  - 35 APN: 036-09344-00
  - 36 APN: 036-09345-00
  - 37 APN: 036-09346-00
  - 38 APN: 036-09347-00
  - 39 APN: 036-09348-00
  - 40 APN: 036-09349-00
  - 41 APN: 036-09350-00
  - 42 APN: 036-09351-00
  - 43 APN: 036-09352-00
  - 44 APN: 036-09353-00
  - 45 APN: 036-09354-00
  - 46 APN: 036-09355-00
  - 47 APN: 036-09356-00
  - 48 APN: 036-09357-00
  - 49 APN: 036-09358-00
  - 50 APN: 036-09359-00
  - 51 APN: 036-09360-00
  - 52 APN: 036-09361-00
  - 53 APN: 036-09362-00
  - 54 APN: 036-09363-00

**ADVANCED CIVIL DIVISION**

DATE: 10/24/2024  
 CHECKED BY: DMB  
 JOB NO: 22-0004-1177

ADVANCED CIVIL DIVISION, INC.  
 11111 State Route 100, Suite 100  
 Columbus, Ohio 43240  
 Tel: 614-484-7700  
 Fax: 614-484-7700

**EXHIBIT C**  
**ADJACENT PARCEL OWNERS**

1. Parcel No. 036-00935-00 - 8295 Chesapeake Way NW Remove - this parcel has been deleted  
Parcel No. 036-00935-30 - Milnor Rd NW  
Pickerington, OH 43147  
Joyce A. Wymer and John C. Wymer, D.  
Co-Trustees  
12850 Milnor Rd NW  
Pickerington, OH 43147
2. Parcel No. 036-00935-10  
12950 Milnor Rd NW  
H. Bert and Stephanie A. Lindsay  
5880 Searborough Blvd. 5805  
Columbus, OH 43232
3. Parcel No. 036-00852-00  
13023 Ault Rd NW  
John E. Donley  
7600 Farmsberry Dr  
Reynoldsburg, OH 43068
4. Parcel No. 036-00907-12  
Michael and Veronica Mathers  
12530 Ault Rd NW  
Pickerington OH 43147
5. Parcel No. 036-00907-14  
Hayley and Shaun Simpson  
12490 Ault Rd NW  
Pickerington, OH 43147
6. Parcel No. 036-00936-20  
Milnor Rd NW  
Pickerington, OH 43147  
Board of Fairfield County Commissioners  
210 E. Main St., Rm. 301  
Lancaster, OH 43130

7. Parcel No. 036-06433-00  
Barry L. and Laura Mowery  
7937 Banker Dr NW  
Pickerington, OH 43147
  
8. Parcel No. 036-06905-09  
The Enclave at Meadowmoore  
**Condominium Phase 3 Part 2** Remove  
Common Area Parcel  
7449 Harden Circle NW  
Pickerington, OH 43147
  
9. Parcel No. 036-09238-00  
John and Pamela Feucht  
7585 Atwood Dr NW  
Pickerington, OH 43147
  
10. Parcel No. 036-09241-00  
Tondalaya Payne  
7593 Atwood Dr NW  
Pickerington, OH 43147
  
11. Parcel No. 036-09135-00  
Michael and Linda Barnett, Trustees  
7601 Atwood Dr NW  
Pickerington, OH 43147
  
12. Parcel No. 036-09237-00  
Edward and Linda Tessmer Trustees  
7609 Atwood Dr NW  
Pickerington, OH 43147
  
13. Parcel No. 036-06007-00  
7800 Refugee Rd NW  
Pickerington, OH 43147  
Board of Education of Pickerington Local School District  
777 Long Rd  
Pickerington, OH 43147
  
14. Parcel No. 036-05063-10  
Milnor Road NW  
Pickerington, OH 43147  
Winding Creek Owners Association  
4872 Cemetery Road

Hilliard, OH 43026

15. Parcel No. 036-05057-00  
Cheryl and Michael Hiatt  
12667 Wildflower Dr NW  
Pickerington, OH 43147
16. Parcel No. 036-00923-00  
Christopher and Karie Leas  
12705 Milnor Road NW  
Pickerington, OH 43147
17. Parcel No. 036-05026-00  
Ronald and Muriel Fairrow  
8517 Winding Creek Way NW  
Pickerington, OH 43147
18. Parcel No. 036-03751-00  
Timothy Linson and Michelle Badgett  
8540 North Spring Ct NW  
Pickerington, OH 43147 Pickerington
19. Parcel No. 036-06933-00 - Chesapeake Way NW  
Parcel No. 036-06934-00 - Chesapeake Way NW  
Parcel No. 036-09155-00 - Chesapeake Way NW  
Parcel No. 036-09176-00 - Rapala Ln NW  
Parcel No. 036-09175-00 - Rapala Ln NW  
Pickerington, OH 43147  
Chesapeake Homeowners Association  
% Omni Community Assoc Mgrs LLC  
P. O. Box 395  
Grove City, OH 43123
20. Parcel No. 036-06931-00  
Teresa & Rodger Flowers  
8443 Chesapeake Way NW  
Pickerington, OH 43147
21. Parcel No. 036-06930-00  
Errick and Elizabeth Highbaugh  
8427 Chesapeake Way NW  
Pickerington, OH 43147

22. Parcel No. 036-06929-00  
Mary E. and Delondo Miles  
8411 Chesapeake Way NW  
Pickerington, OH 43147
23. Parcel No. 036-06928-00  
Danyelle and William Taylor  
8395 Chesapeake Way NW  
Pickerington, OH 43147
24. Parcel No. 036-06927-00  
Stephen and Shannon Walker  
8379 Chesapeake Way NW  
Pickerington, OH 43147
25. Parcel No. 036-06926-00  
Daya Acharya and Dahal Radha  
8363 Chesapeake Way NW  
Pickerington, OH 43147
26. Parcel No. 036-06925-00  
Fatoumata Diallo  
8347 Chesapeake Way NW  
Pickerington, OH 43147
27. Parcel No. 036-06924-00  
Tracy and Levester Daniels  
8331 Chesapeake Way NW  
Pickerington, OH 43147
28. Parcel No. 036-06923-00  
Frank and Jacqueline Boateng  
8315 Chesapeake Way NW  
Pickerington, OH 43147
29. Parcel No. 036-06922-00  
Lavell Trowsdell and Ronette Burkes  
8309 Chesapeake Way NW  
Pickerington, OH 43147
30. Parcel No. 036-09172-00  
Francis and Denese Woodland  
8030 Rapala Ln NW



Pickerington, OH 43147

31. Parcel No. 036-09171-00  
Lasheena Manley  
8031 Rapala Ln NW  
Pickerington, OH 43147
32. Parcel No. 036-09163-00  
Clay and Tina Johnson  
8021 Chesapeake PI NW  
Pickerington, OH 43147
33. Parcel No. 036-09162-00  
Maurice Manley  
8020 Chesapeake PI NW  
Pickerington, OH 43147
34. Parcel No. 041-12880-00 - Taylors Way  
Graystone Homeowners Association Graystone Subdivision Homeowners Association  
P.O. Box 395  
Grove City, OH 43123
35. Parcel No. 041-76865-00 - Rapala Ln  
Parcel No. 041-76866-00 - Rapala Ln  
Pickerington, OH 43147  
Graystone Development II LLC  
724 Bristol Cone Dr  
Gibsonia, PA 15044
36. Parcel No. 041-11925-00  
Sean and Taylor Grubb  
8240 Rapala Ln  
Pickerington, OH 43147
37. Parcel No. 041-11926-00  
Jon and Margaret Heischman II  
8220 Rapala Ln  
Pickerington, OH 43147
38. Parcel No. 041-11927-00  
Brenda Reed  
8200 Rapala Ln  
Pickerington, OH 43147

39. Parcel No. 041-11928-00  
John and Laura Wells  
8172 Rapala Ln  
Pickerington, OH 43147
40. Parcel No. 041-11929-00  
William L. Moose III  
8168 Rapala Ln  
Pickerington, OH 43147
41. Parcel No. 041-11930-00  
Bhawani and Ganga Dahal  
8164 Rapala Ln  
Pickerington, OH 43147
42. Parcel No. 041-11931-00  
Ashley Doult  
8160 Rapala Ln  
Pickerington, OH 43147
43. Parce No. 041-11932-00  
Joshua and Amanda Krause  
8156 Rapala Ln  
Pickerington, OH 43147
44. Parcel No. 041-12101-00  
Lake Forest Lot Res. B  
Pickerington, OH 43147  
Lake Forest Ventures LLC  
250 Old Wilson Bridge Rd, Ste. 140  
Worthington, OH 43085
- Auditor Records show:  
340 Alana Dr  
New Lenox, IL 60451
45. Parcel No. 036-00920-00  
7504 Harden Cir NW  
Pickerington, OH 43147  
Donley Homes Inc.  
7600 Farmsbury Dr  
Reynoldsburg, OH 43068
46. Parcel No. 036-07015-00  
Ronald and Sandra Hill and Kristen Burch, Trustees  
7577 Atwood Dr NW  
Pickerington, OH 43147

47. Parcel No, 036-07016-00  
Paul Que  
7569 Atwood Dr NW  
Pickerington, OH 43147
48. Parcel No. 036-07017-00  
Charles and Debra Houtaling  
7561 Atwood Dr NW  
Pickerington, OH 43147
49. Parcel No. 036-00907-11  
Andrew and Lynda Gordon  
12600 Ault Rd NW  
Pickerington, OH 43147
50. Parcel No. 036-01799-00  
Steven and Kerry Pierce  
12857 Fox Run Ct South NW  
Pickerington, OH 43147
51. Parcel No. 036-01798-00  
Todd Butler and Cynthia Anderson, Co-Trustees Remove  
12861 Fox Run South NW Fox Run Ct South NW  
Pickerington, OH 43147
52. Parcel No. 036-01797-00  
Drew Romig  
12865 Fox Run Ct South NW  
Pickerington, OH 43147
53. Parcel No. 036-01796-00  
Jean and Lee Parker  
12869 Fox Run Ct. North NW  
Pickerington, OH 43147
54. Parcel No. 036-01795-00  
Kara and Armando Gomez-Casillas  
12873 Fox Run Ct North NW  
Pickerington, OH 43147
55. Parcel No. 036-01794-00  
Ronnie and Judith Perry  
12877 Fox Run Ct North NW

Pickerington, OH 43147

56. **Estates at Lake Forest Lots 1-54  
See Annexation Plat for Parcel Numbers  
AMH Development LLC  
23975 Park Sorrento Ste. 300  
Calabasas, CA 91302**

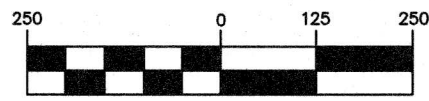
Remove:  
These are not adjacent parcels. They are part of the area  
proposed for annexation.

The following parcels need added:

036-09505-00  
036-09465-00  
036-09466-00  
036-09467-00  
036-09468-00  
036-09413-00  
036-09502-00  
036-09469-00  
036-09461-00  
036-00920-40  
036-00923-10



GRAPHIC SCALE



( IN FEET )  
1 inch = 250 ft.

Length of Continuity: ±2,624 feet  
Total Length of Perimeter: ±16,082 feet  
Percentage of Continuity: ±16%

No islands of township property are created by this annexation.

Legend

- Area to be Annexed
- Existing City of Pickerington Corp Line
- Proposed City of Pickerington Corp Line

151.9± ACRE  
ANNEXATION FROM THE  
TOWNSHIP OF VIOLET  
TO THE CITY OF PICKERINGTON

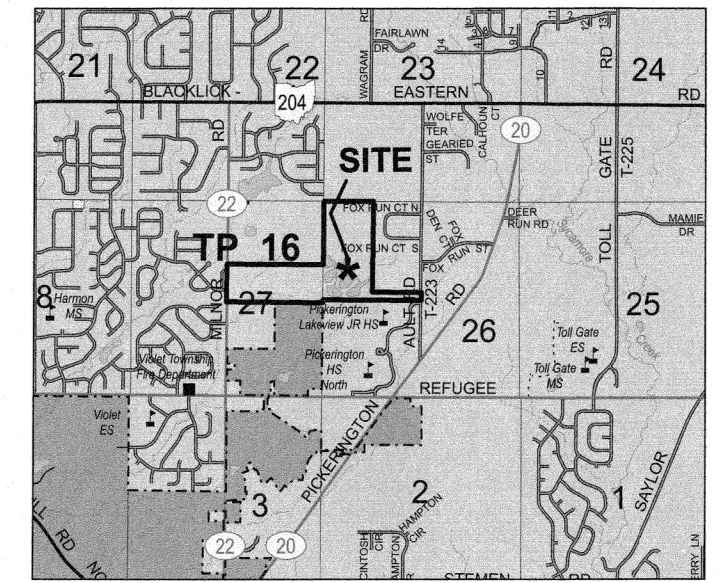
Section 26 & 27, Township 16  
Range 20, Lot 46 & 47  
Refugee Lands, Township of Violet  
County of Fairfield, State of Ohio

Reserves A, B, C, & D have been sold  
see Int: 202300019531

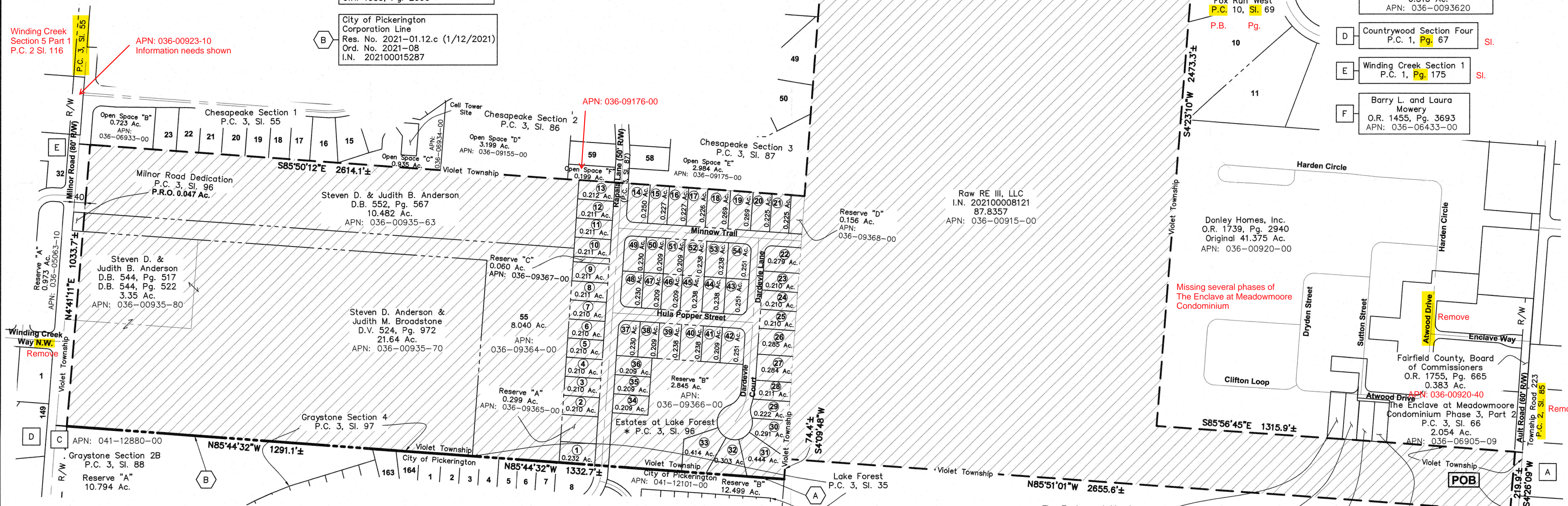
\* All Estates at Lake Forest lots and open spaces are deeded to AMH Development LLC of record in I.N. 202100005262 with the exception of Lot 55 as deeded of record to Estates at Lake Forest Estates, LLC in I.N. 202100009767.

①-⑤4 Lot Numbers for Estates at Lake Forest,  
P.C. 3, Sl. 96

This exhibit is created from information obtained from the Fairfield County Auditor's Office and the Fairfield County Recorder's Office. This exhibit is not to be used for the transfer of land.



Location Map - NTS



- A Michael & Veronica Mathers  
O.R. 1625, Pg. 1286 Int: 202300012602  
2.0180 Ac.  
APN: 036-00907-12
- B Hayley & Shaun Simpson  
O.R. 1786, Pg. 408  
2.0137 Ac.  
APN: 036-00907-14
- C The Board of Fairfield County Commissioners  
O.R. 1839, Pg. 2386  
0.313 Ac.  
APN: 036-0093620
- D Countrywood Section Four  
P.C. 1, Pg. 67 SI.
- E Winding Creek Section 1  
P.C. 1, Pg. 175 SI.
- F Barry L. and Laura Mowery  
O.R. 1455, Pg. 3693  
APN: 036-06433-00

Auditor Parcel Numbers for Lots 1-54 of the Estates at Lake Forest.

① APN: 036-09310-00	⑩ APN: 036-09319-00	⑱ APN: 036-09328-00	⑲ APN: 036-09324-00	⑳ APN: 036-09338-00	㉔ APN: 036-09352-00
② APN: 036-09311-00	⑪ APN: 036-09320-00	⑳ APN: 036-09339-00	㉑ APN: 036-09325-00	㉕ APN: 036-09353-00	㉗ APN: 036-09353-00
③ APN: 036-09312-00	⑫ APN: 036-09321-00	㉒ APN: 036-09340-00	㉒ APN: 036-09326-00	㉖ APN: 036-09354-00	㉘ APN: 036-09354-00
④ APN: 036-09313-00	⑬ APN: 036-09322-00	㉓ APN: 036-09341-00	㉓ APN: 036-09327-00	㉗ APN: 036-09355-00	㉙ APN: 036-09355-00
⑤ APN: 036-09314-00	⑭ APN: 036-09323-00	㉔ APN: 036-09342-00	㉔ APN: 036-09328-00	㉘ APN: 036-09356-00	㉚ APN: 036-09356-00
⑥ APN: 036-09315-00	⑮ APN: 036-09324-00	㉕ APN: 036-09343-00	⑮ APN: 036-09329-00	㉙ APN: 036-09357-00	㉛ APN: 036-09357-00
⑦ APN: 036-09316-00	⑯ APN: 036-09325-00	㉖ APN: 036-09344-00	⑯ APN: 036-09330-00	㉚ APN: 036-09358-00	㉜ APN: 036-09358-00
⑧ APN: 036-09317-00	⑰ APN: 036-09326-00	㉗ APN: 036-09345-00	⑰ APN: 036-09331-00	㉛ APN: 036-09359-00	㉝ APN: 036-09359-00
⑨ APN: 036-09318-00	⑱ APN: 036-09327-00	㉘ APN: 036-09346-00	⑱ APN: 036-09332-00	㉜ APN: 036-09360-00	㉞ APN: 036-09360-00
⑩ APN: 036-09319-00	㉑ APN: 036-09328-00	㉙ APN: 036-09347-00	㉑ APN: 036-09333-00	㉝ APN: 036-09361-00	㉟ APN: 036-09361-00
⑪ APN: 036-09320-00	㉒ APN: 036-09329-00	㉚ APN: 036-09348-00	㉒ APN: 036-09334-00	㉞ APN: 036-09362-00	㊀ APN: 036-09362-00
⑫ APN: 036-09321-00	㉓ APN: 036-09330-00	㉛ APN: 036-09349-00	㉓ APN: 036-09335-00	㊁ APN: 036-09363-00	㊁ APN: 036-09363-00
⑬ APN: 036-09322-00	㉔ APN: 036-09331-00	㉜ APN: 036-09350-00	㉔ APN: 036-09336-00	㊂ APN: 036-09364-00	㊂ APN: 036-09364-00
⑭ APN: 036-09323-00	㉕ APN: 036-09332-00	㉝ APN: 036-09351-00	㉕ APN: 036-09337-00	㊃ APN: 036-09365-00	㊃ APN: 036-09365-00
⑮ APN: 036-09324-00	㉖ APN: 036-09333-00	㉞ APN: 036-09352-00	㉖ APN: 036-09338-00	㊄ APN: 036-09366-00	㊄ APN: 036-09366-00



ADVANCED CIVIL DESIGN, INC.  
Jonathan E. Phelps  
Reg. No. 8241  
Date 10/24/2024

ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS  
871 Science Blvd., Suite 100  
Gahanna, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755

DRAWN BY: JRM JOB NO: 22-0004-1171  
DATE: 10/24/2024 CHECKED BY: DRB

Z:\22-0004-1171\DWG\PRODUCTION DRAWINGS\SURVEY\22-0004-1171 151.9 Acre Annexation.dwg 18 by 24 landscape Oct 24, 2024 - 12:42:58pm jphelps



RECEIVED

NOV 12 2024

Fairfield County  
Commissioners

*[Handwritten Signature]*

November 5, 2024

**Re: Type 2 Annexation Petition, ORC §709.023,  
151.9 +/- acres, Ault Road**

Dear Property Owner:

As agent for the petitioners, I am required by O.R.C. § 709.023 to provide you notice that an annexation petition was filed with the Fairfield County Commissioners. Attached to this correspondence is a true and accurate copy of the annexation petition.

The Fairfield County Commissioners will vote upon whether to approve the annexation. Please do not hesitate to contact me at (614) 319-3306 if you have any questions.

**PLEASE NOTE THIS IS NOT AN ANNEXATION OF YOUR PROPERTY.  
IT IS AN ANNEXATION OF ONLY THE PARCEL(S) LISTED IN THE PETITION.**

Sincerely,

*Nathan Painter*

Nathan Painter  
Attorney

NP/lar  
Enclosure

**EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)  
TO THE CITY OF PICKERINGTON OF  
151.9+/- ACRES, MORE OR LESS,  
FROM VIOLET TOWNSHIP**

**TO THE BOARD OF COUNTY COMMISSIONERS  
OF FAIRFIELD COUNTY, OHIO**

The undersigned, petitioners in the premises, and being THE SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 151.9 +/- acres, more or less, with a total length of the annexation perimeter of 16,082 feet, more or less, in the Township of Violet, which area is contiguous along 2,624 feet, or 16% is contiguous to the City of Pickerington, do hereby pray that said territory be annexed to the City of Pickerington, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

In support of said Petition, the petitioners state there are within the territory so prayed to be annexed FOUR (4) OWNERS OF SAID REAL ESTATE.


Nathan D. Painter, whose address is Painter & Associates LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the FAIRFIELD County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**

NAME

ADDRESS

DATE

  
by TODD D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230


7-30, 2024

see attached

Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone


12680 Milnor Road  
Pickerington, OH 43147

\_\_\_\_\_, 2024

  
by KARI BILLISITS  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

  
by MARK J. MAHONEY  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

10-15, 2024

NAME

ADDRESS

DATE

T.D. Richardson

by TODS D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

S. Anderson

Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

10-17, 2024

K. Bullis

by Karl Bullis  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

see attached

by \_\_\_\_\_  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

\_\_\_\_\_, 2024

**EXHIBITS**

Exhibit A= Legal Description

Exhibit B= Plat Map

Exhibit C= Adjacent Parcel Owner List



**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Violet, being part of Section 26 & 27, Township 16, Range 20, Refugee Lands and containing 151.9± acres of land, more or less, said 151.9± acres being all of a 87.8357 acre tract of land as conveyed to Raw RE III, LLC in Instrument No. 202100008121, the entirety of the Estates at Lake Forest subdivision as dedicated in Plat Cabinet 3, Sl. 96, Lots 1-54 and Open Areas "A", "B", "C", and "D" as numbered and delineated on said subdivision being conveyed to AMH Development, LLC in Instrument No. 202100005262, Lot 55 as numbered and delineated on said subdivision being conveyed to Estates at Lake Forest, LLC in Instrument No. 202100009767, a 21.64 acre tract of land as conveyed to Steven D. Anderson & Judith M. Broadstone in Deed Vol. 524, Pg. 972, a 10.482 acre tract of land as conveyed to Steven D. and Judith B. Anderson (legal name change from Judith M. Broadstone) in Deed Book 552, Pg. 567, and a 3.35 acre tract of land as conveyed to Steven D. and Judith B. Anderson in Deed Book 544, Pg. 517 & Deed Book 544, Pg. 522, said 151.9± acres more particularly described as follows:

**Beginning**, at a point on the south line of said 87.8357 acre tract, being in the westerly right of way of Ault Road (60' R/W) as dedicated on Plat Cabinet 2, Sl. 85, and in the north line of Pickerington High School North & Lakeview Junior High School Plat as dedicated in Plat Cabinet 2, Sl. 85:

Thence **N 85°51'01" W**, with the south line of said 87.8357 acre tract and the north line of said Pickerington High School North & Lakeview Junior High School Plat, **2655.6± feet**, to the southwest corner of said 87.8357 acre tract, the northwest corner of said Pickerington High School North & Lakeview Junior High School Plat, and being on the east line of Lot 31 of said Estates at Lake Forest subdivision:

Thence **S 04°09'48" W**, with the west line of said Pickerington High School North & Lakeview Junior High School Plat and the east line of said Lot 31, **74.4± feet** to a point on the west line of said Pickerington High School North & Lakeview Junior High School Plat, the southeast corner of said Lot 31, the northeast corner of Reserve "B" as dedicated for the Lake Forest subdivision in Plat Cabinet 3, Sl. 35, and an angle point of a City of Pickerington Corporation Line (Case No. 02-CV-579, Res. No. 02-07.30 1 (11/23/2004), Ord. No. 2005-12, O.R. 1383, Pg. 2060);

Thence **N 85°44'32" W**, with the south line of said Lot 31, the south lines of Lots 1, 32, 33, 55, and Reserve "B" of said Estates at Lake Forest subdivision and said 21.64 acre tract, the north line(s) of Reserve "B" and Lots 1-8 as numbered and delineated for said Lake Forest subdivision, and across the right of way of Rapala Lane (50' R/W) as dedicated in Plat Cabinet 3, Sl. 87, and with said City of Pickerington Corporation Line, **1332.7± feet** to the northwest corner of said Lot 1, the northeast corner of Lot 164 as numbered and delineated for the Graystone Section 4 subdivision in Plat Cabinet 3, Sl. 97, an angle point of said City of Pickerington Corporation Line, and an angle point of a City of Pickerington Corporation Line (Res. No. 2021-01.12.c (1/12/2021), Ord. No. 2021-08, I.N. 202100015287);

Thence **N 85°44'32" W**, with the north line of said Lot 164, the north line of Lot 163 as numbered and delineated for said subdivision, the north line of Reserve "A" as dedicated for the Graystone Section 2B subdivision in Plat Cabinet 3, Sl. 88, with the south line of said 21.64 acre tract, and with said City of Pickerington Corporation Line, **1291.1± feet** to a point on the south line of said 21.64 acre tract and the easterly right-of-way of Milnor Road (80' R/W), the northwest corner of said Reserve "A", the northeast corner of a 0.313 acre tract of land as conveyed to The Board of Fairfield County Commissioners in Official Record 1839, Pg. 2386, and an angle point of said City of Pickerington Corporation Line,

Thence **N 04°41'11" E**, with the easterly right of way of said Milnor Road (80' R/W), across said 21.64 acre tract, the across said 3.35 acre tract, and across said 10.482 acre tract, **1033.7± feet**, to the a point on the north line of said 10.482 acre tract, the southwest corner of Open Space "B" as numbered and delineated for the Chesapeake Section 1 subdivision in Plat Cabinet 3, Sl. 55, and being on the easterly right of way of said Milnor Road;

Thence **S 85°50'12" E**, with the north line of said 10.482 acre tract, the south lines of Lots 16-23 and Open Space "C" as numbered and delineated for said plat, the southwest corner of Lot 15 as numbered and delineated for said plat, the south lines of Open Space "D" and "F" as dedicated for the Chesapeake Section 2 subdivision in Plat Cabinet 3, Sl. 86, the south line of Open Space "E" as dedicated for the Chesapeake Section 3 subdivision in Plat Cabinet 3, Sl. 87, across the right of way of said Rapala Lane (50' R/W), the north lines of Lots 13-21 as numbered and delineated for said Estates at Lake Forest subdivision, and the north line of Reserve "D" as dedicated for said Estates at Lake Forest subdivision, **2614.1± feet** to the northeast corner of said Reserve "D", the southeast corner of Open Space "E", being on the west line of said 87.8357 acre tract, and being on the east line of Section 27 and the west line of Section 26;

Thence **N 04°09'26" E**, with the west line of said 87.8357 acre tract, the east lines of said Open Space "E" and Lots 49-50 as numbered and delineated for said plat, the east line of a 41.887 acre tract of land as conveyed to Joyce A. Wymer & John D. Wymer, Co-Trustees of the Joyce A. Wymer Revocable Trust TRS, as conveyed in Official Record 1566, Pg. 121, the east line of a 38.000 acre tract of land as conveyed to H. Bert & Stephanie A. Lindsay in Deed Book 564, Pg. 601, and with the common line of Section 27 and 26, **1720.4± feet** to the northwest corner of said 87.8357 acre tract, the northeast corner of said 38.000 acre tract, the southeast corner of Lot 162 as numbered and delineated for the Meadowmoore Section 3, Phase 2 subdivision as dedicated in Plat Cabinet 2, Sl. 150, a the southwest corner of an original 43.315 acre tract of land as conveyed to John E. Donley in Official Record 1256, Pg. 1187, and being the common corner of Sections 22, 23, 26, and 27;

A

**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-2-

Thence S 86°08'48" E, with the north line of said 87.8357 acre tract, the south line of said original 43.315 acre tract, the north line of said Section 26, and the south line of said Section 23, 1350.8± feet to a northeast corner of said 87.8357 acre tract, the northwest corner of Lot 6 as numbered and delineated for the Fox Run West subdivision in Plat Cabinet 10, Sl. 69, being on the south line of said original 43.315 acre tract, and the common line of said Section 23 and 26;

Thence S 04°23'10" W, with an east line of said 87.8357 acre tract, the west line of said Lot 6, the west lines of Lots 7-10 as numbered and delineated in said plat, the west line of an original 41.375 acre tract of land as conveyed to Donley Homes Inc. in Official Record 1739, Pg. 2940, 2473.3± feet to an angle point of said 87.8357 acre tract and the southwest corner of said original 41.375 acre tract;

Thence S 85°56'45" E, with a north line of said 87.8357 acre tract, the south line of said original 41.375 acre tract, the south line of a 0.218 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Part 4 in Plat Cabinet 3, Sl. 90, the south line of a 0.202 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 8, Part 3 in Plat Cabinet 3, Sl. 83, the south line of a 0.188 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 11, Part 3 in Plat Cabinet 3, Sl. 92, the south line of a 0.179 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Phase 5 in Plat Cabinet 3, Sl. 90, and the south line of a 2.054 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 3, Part 2 in Plat Cabinet 3, Sl. 66, 1315.9± feet to a point on the westerly right of way of said Ault Road (60' R/W), the southwest corner of a 0.383 acre tract of land as conveyed to the Fairfield County Board of Commissioners in Official Record 1755, Pg. 665, the southeast corner of said 2.054 acre tract, and being on a north line of said 87.8357 acre tract;

Thence S 04°26'09" W, with the westerly right of way of said Ault Road (60' R/W) and across said 87.8357 acre tract, 219.9± feet to the Point of Beginning, containing 151.9± acres.

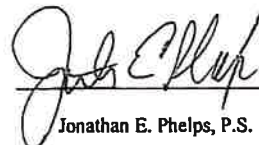
The above description was prepared by Advanced Civil Design Inc. on March 20, 2023 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 16,082± feet, of which 2,624± feet are contiguous with existing City of Pickerington Corporation lines, being 16±% contiguous.

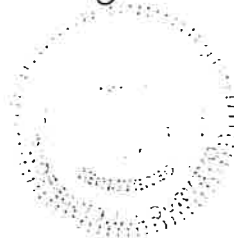
All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.

**ADVANCED CIVIL DESIGN, INC.**

 10/24/2024  
Jonathan E. Phelps, P.S. 8241

Z:22-0004-1171\Survey\151.9 Ac. Annexation Description.doc



**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 200 ft  
 Length of Contour: 12,874 feet  
 Total Length of Perimeter: 218,083 feet  
 Perimeter of Contour: 2182  
 No records of landmap property are  
 covered by this ordinance.

**151.94 ACRE  
 ANNEXATION FROM THE  
 TOWNSHIP OF VIOLET  
 TO THE CITY OF PICKERINGTON**

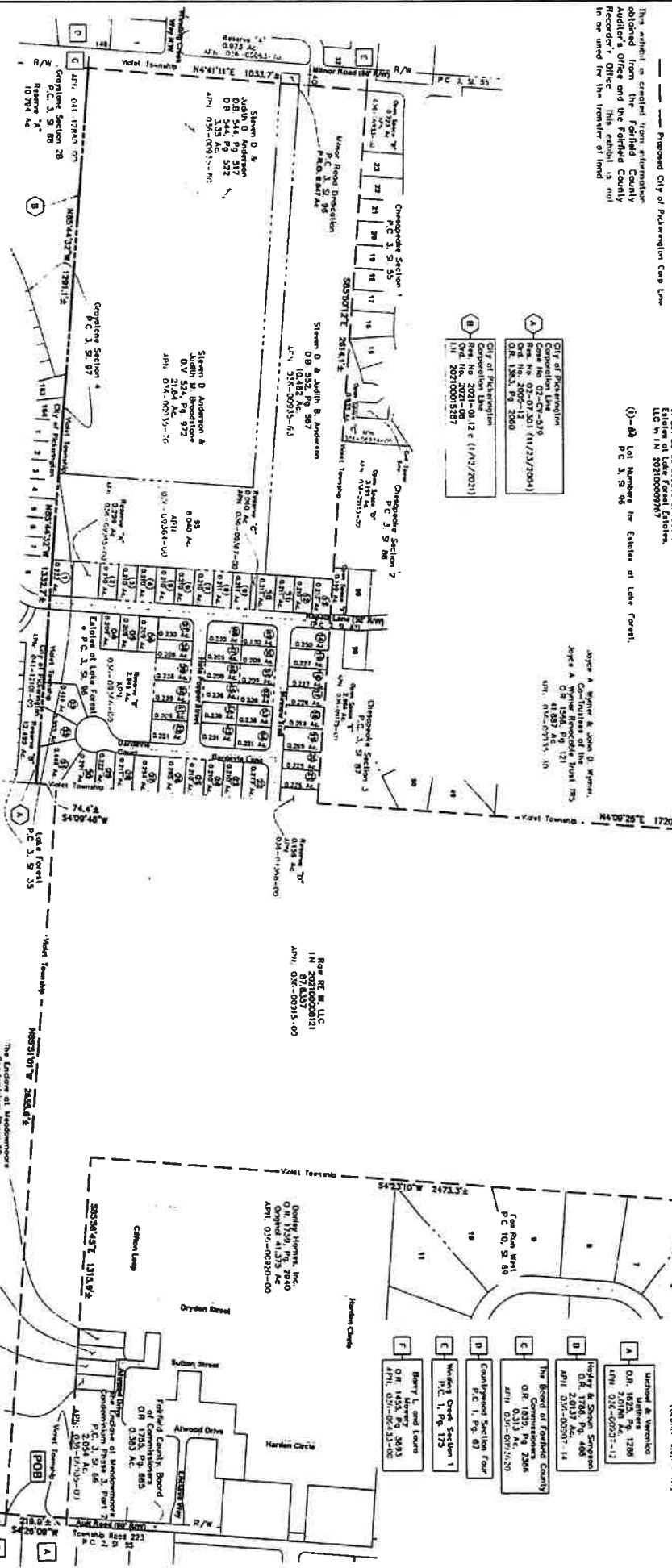
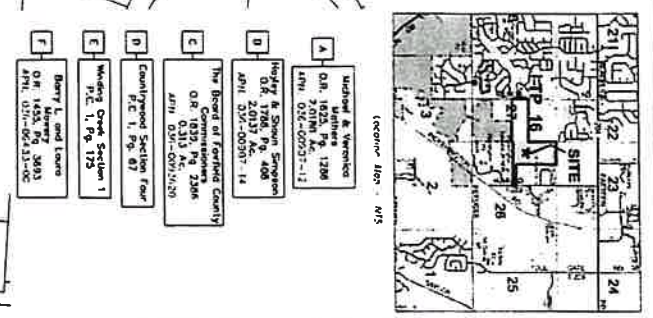
Range 26 & 27, Township 18  
 Range 20, Lot 46 & 47  
 Village of London, Pickerington  
 County of Fairfield, State of Ohio

This exhibit is created from information  
 obtained from the Fairfield County  
 Auditor's Office and the Fairfield County  
 Recorder's Office. This exhibit is not  
 to be used for the transfer of land.

\* As Estates of Lake Forest will and  
 owner spouse LLC, covered in FH  
 202100002822 with the exception  
 of Lot 55 on deed of record to  
 the City of Pickerington  
 LC # N 202100001973

H. Bert & Stephanie A. Lindsay  
 O.B. 964, Pg. 601  
 APN: 036-00015-10

John E. Boney  
 O.B. 4215, Pg. 400  
 APN: 036-00057-00



**Auditor Parcel Numbers for Lots 1-54 of the Estates of Lake Forest**

1	APN: 036-00015-01	2	APN: 036-00015-02	3	APN: 036-00015-03	4	APN: 036-00015-04	5	APN: 036-00015-05	6	APN: 036-00015-06	7	APN: 036-00015-07	8	APN: 036-00015-08	9	APN: 036-00015-09	10	APN: 036-00015-10	11	APN: 036-00015-11	12	APN: 036-00015-12	13	APN: 036-00015-13	14	APN: 036-00015-14	15	APN: 036-00015-15	16	APN: 036-00015-16	17	APN: 036-00015-17	18	APN: 036-00015-18	19	APN: 036-00015-19	20	APN: 036-00015-20	21	APN: 036-00015-21	22	APN: 036-00015-22	23	APN: 036-00015-23	24	APN: 036-00015-24	25	APN: 036-00015-25	26	APN: 036-00015-26	27	APN: 036-00015-27	28	APN: 036-00015-28	29	APN: 036-00015-29	30	APN: 036-00015-30	31	APN: 036-00015-31	32	APN: 036-00015-32	33	APN: 036-00015-33	34	APN: 036-00015-34	35	APN: 036-00015-35	36	APN: 036-00015-36	37	APN: 036-00015-37	38	APN: 036-00015-38	39	APN: 036-00015-39	40	APN: 036-00015-40	41	APN: 036-00015-41	42	APN: 036-00015-42	43	APN: 036-00015-43	44	APN: 036-00015-44	45	APN: 036-00015-45	46	APN: 036-00015-46	47	APN: 036-00015-47	48	APN: 036-00015-48	49	APN: 036-00015-49	50	APN: 036-00015-50	51	APN: 036-00015-51	52	APN: 036-00015-52	53	APN: 036-00015-53	54	APN: 036-00015-54
---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------

**Auditor Parcel Numbers for Lots 1-54 of the Estates of Chippewa**

1	APN: 036-00016-01	2	APN: 036-00016-02	3	APN: 036-00016-03	4	APN: 036-00016-04	5	APN: 036-00016-05	6	APN: 036-00016-06	7	APN: 036-00016-07	8	APN: 036-00016-08	9	APN: 036-00016-09	10	APN: 036-00016-10	11	APN: 036-00016-11	12	APN: 036-00016-12	13	APN: 036-00016-13	14	APN: 036-00016-14	15	APN: 036-00016-15	16	APN: 036-00016-16	17	APN: 036-00016-17	18	APN: 036-00016-18	19	APN: 036-00016-19	20	APN: 036-00016-20	21	APN: 036-00016-21	22	APN: 036-00016-22	23	APN: 036-00016-23	24	APN: 036-00016-24	25	APN: 036-00016-25	26	APN: 036-00016-26	27	APN: 036-00016-27	28	APN: 036-00016-28	29	APN: 036-00016-29	30	APN: 036-00016-30	31	APN: 036-00016-31	32	APN: 036-00016-32	33	APN: 036-00016-33	34	APN: 036-00016-34	35	APN: 036-00016-35	36	APN: 036-00016-36	37	APN: 036-00016-37	38	APN: 036-00016-38	39	APN: 036-00016-39	40	APN: 036-00016-40	41	APN: 036-00016-41	42	APN: 036-00016-42	43	APN: 036-00016-43	44	APN: 036-00016-44	45	APN: 036-00016-45	46	APN: 036-00016-46	47	APN: 036-00016-47	48	APN: 036-00016-48	49	APN: 036-00016-49	50	APN: 036-00016-50	51	APN: 036-00016-51	52	APN: 036-00016-52	53	APN: 036-00016-53	54	APN: 036-00016-54
---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------

**Auditor Parcel Numbers for Lots 1-54 of the Estates of Chippewa**

1	APN: 036-00017-01	2	APN: 036-00017-02	3	APN: 036-00017-03	4	APN: 036-00017-04	5	APN: 036-00017-05	6	APN: 036-00017-06	7	APN: 036-00017-07	8	APN: 036-00017-08	9	APN: 036-00017-09	10	APN: 036-00017-10	11	APN: 036-00017-11	12	APN: 036-00017-12	13	APN: 036-00017-13	14	APN: 036-00017-14	15	APN: 036-00017-15	16	APN: 036-00017-16	17	APN: 036-00017-17	18	APN: 036-00017-18	19	APN: 036-00017-19	20	APN: 036-00017-20	21	APN: 036-00017-21	22	APN: 036-00017-22	23	APN: 036-00017-23	24	APN: 036-00017-24	25	APN: 036-00017-25	26	APN: 036-00017-26	27	APN: 036-00017-27	28	APN: 036-00017-28	29	APN: 036-00017-29	30	APN: 036-00017-30	31	APN: 036-00017-31	32	APN: 036-00017-32	33	APN: 036-00017-33	34	APN: 036-00017-34	35	APN: 036-00017-35	36	APN: 036-00017-36	37	APN: 036-00017-37	38	APN: 036-00017-38	39	APN: 036-00017-39	40	APN: 036-00017-40	41	APN: 036-00017-41	42	APN: 036-00017-42	43	APN: 036-00017-43	44	APN: 036-00017-44	45	APN: 036-00017-45	46	APN: 036-00017-46	47	APN: 036-00017-47	48	APN: 036-00017-48	49	APN: 036-00017-49	50	APN: 036-00017-50	51	APN: 036-00017-51	52	APN: 036-00017-52	53	APN: 036-00017-53	54	APN: 036-00017-54
---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------

**Auditor Parcel Numbers for Lots 1-54 of the Estates of Chippewa**

1	APN: 036-00018-01	2	APN: 036-00018-02	3	APN: 036-00018-03	4	APN: 036-00018-04	5	APN: 036-00018-05	6	APN: 036-00018-06	7	APN: 036-00018-07	8	APN: 036-00018-08	9	APN: 036-00018-09	10	APN: 036-00018-10	11	APN: 036-00018-11	12	APN: 036-00018-12	13	APN: 036-00018-13	14	APN: 036-00018-14	15	APN: 036-00018-15	16	APN: 036-00018-16	17	APN: 036-00018-17	18	APN: 036-00018-18	19	APN: 036-00018-19	20	APN: 036-00018-20	21	APN: 036-00018-21	22	APN: 036-00018-22	23	APN: 036-00018-23	24	APN: 036-00018-24	25	APN: 036-00018-25	26	APN: 036-00018-26	27	APN: 036-00018-27	28	APN: 036-00018-28	29	APN: 036-00018-29	30	APN: 036-00018-30	31	APN: 036-00018-31	32	APN: 036-00018-32	33	APN: 036-00018-33	34	APN: 036-00018-34	35	APN: 036-00018-35	36	APN: 036-00018-36	37	APN: 036-00018-37	38	APN: 036-00018-38	39	APN: 036-00018-39	40	APN: 036-00018-40	41	APN: 036-00018-41	42	APN: 036-00018-42	43	APN: 036-00018-43	44	APN: 036-00018-44	45	APN: 036-00018-45	46	APN: 036-00018-46	47	APN: 036-00018-47	48	APN: 036-00018-48	49	APN: 036-00018-49	50	APN: 036-00018-50	51	APN: 036-00018-51	52	APN: 036-00018-52	53	APN: 036-00018-53	54	APN: 036-00018-54
---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	---	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------	----	-------------------

**ADVANCED CIVIL DESIGN, INC.**  
 Jonathan E. Priests  
 Reg. No. 8241

This exhibit is created from information  
 obtained from the Fairfield County Auditor's  
 Office and the Fairfield County Recorder's  
 Office. This exhibit is not to be used for  
 the transfer of land.

DATE: 10/24/2024  
 JOB NO: 22-0004-1172  
 CHECKED BY: DRB

ADVANCED CIVIL DESIGN  
 CIVIL DESIGN

**EXHIBIT C**  
**ADJACENT PARCEL OWNERS**

1. Parcel No. 036-00935-00 - 8295 Chesapeake Way NW  
Parcel No. 036-00935-30 - Milnor Rd NW  
Pickerington, OH 43147  
Joyce A. Wymer and John C. Wymer,  
Co-Trustees  
12850 Milnor Rd NW  
Pickerington, OH 43147
  
2. Parcel No. 036-00935-10  
12950 Milnor Rd NW  
H. Bert and Stephanie A. Lindsay  
5880 Searborough Blvd.  
Columbus, OH 43232
  
3. Parcel No. 036-00852-00  
13023 Ault Rd NW  
John E. Donley  
7600 Farmsberry Dr  
Reynoldsburg, OH 43068
  
4. Parcel No. 036-00907-12  
Michael and Veronica Mathers  
12530 Ault Rd NW  
Pickerington OH 43147
  
5. Parcel No. 036-00907-14  
Hayley and Shaun Simpson  
12490 Ault Rd NW  
Pickerington, OH 43147
  
6. Parcel No. 036-00936-20  
Milnor Rd NW  
Pickerington, OH 43147  
Board of Fairfield County Commissioners  
210 E. Main St., Rm. 301  
Lancaster, OH 43130

7. Parcel No. 036-06433-00  
Barry L. and Laura Mowery  
7937 Banker Dr NW  
Pickerington, OH 43147
8. Parcel No. 036-06905-09  
The Enclave at Meadowmoore  
Condominium Phase 3 Part 2  
Common Area Parcel  
7449 Harden Circle  
Pickerington, OH 43147
9. Parcel No. 036-09238-00  
John and Pamela Feucht  
7585 Atwood Dr NW  
Pickerington, OH 43147
10. Parcel No. 036-09241-00  
Tondalaya Payne  
7593 Atwood Dr NW  
Pickerington, OH 43147
11. Parcel No. 036-09135-00  
Michael and Linda Barnett, Trustees  
7601 Atwood Dr NW  
Pickerington, OH 43147
12. Parcel No. 036-09237-00  
Edward and Linda Tessmer Trustees  
7609 Atwood Dr NW  
Pickerington, OH 43147
13. Parcel No. 036-06007-00  
7800 Refugee Rd NW  
Pickerington, OH 43147  
Board of Education of Pickerington Local School District  
777 Long Rd  
Pickerington, OH 43147
14. Parcel No. 036-05063-10  
Milnor Road NW  
Pickerington, OH 43147  
Winding Creek Owners Association  
4872 Cemetery Road



Hilliard, OH 43026

15. Parcel No. 036-05057-00  
Cheryl and Michael Hiatt  
12667 Wildflower Dr NW  
Pickerington, OH 43147
16. Parcel No. 036-00923-00  
Christopher and Karie Leas  
12705 Milnor Road NW  
Pickerington, OH 43147
17. Parcel No. 036-05026-00  
Ronald and Muriel Fairrow  
8517 Winding Creek Way  
Pickerington, OH 43147
18. Parcel No. 036-03751-00  
Timothy Linson and Michelle Badgett  
8540 North Spring Ct NW  
Pickerington, OH 43147
19. Parcel No. 036-06933-00 - Chesapeake Way NW  
Parcel No. 036-06934-00 - Chesapeake Way NW  
Parcel No. 036-09155-00 - Chesapeake Way NW  
Parcel No. 036-09176-00 - Rapala Ln NW  
Parcel No. 036-09175-00 - Rapala Ln NW  
Pickerington, OH 43147  
Chesapeake Homeowners Association  
% Omni Community Assoc Mgrs LLC  
P. O. Box 395  
Grove City, OH 43123
20. Parcel No. 036-06931-00  
Teresa & Rodger Flowers  
8443 Chesapeake Way NW  
Pickerington, OH 43147
21. Parcel No. 036-06930-00  
Errick and Elizabeth Highbaugh  
8427 Chesapeake Way NW  
Pickerington, OH 43147

22. Parcel No. 036-06929-00  
Mary E. and Delondo Miles  
8411 Chesapeake Way NW  
Pickerington, OH 43147
23. Parcel No. 036-06928-00  
Danyelle and William Taylor  
8395 Chesapeake Way NW  
Pickerington, OH 43147
24. Parcel No. 036-06927-00  
Stephen and Shannon Walker  
8379 Chesapeake Way NW  
Pickerington, OH 43147
25. Parcel No. 036-06926-00  
Daya Acharya and Dahal Radha  
8363 Chesapeake Way NW  
Pickerington, OH 43147
26. Parcel No. 036-06925-00  
Fatoumata Diallo  
8347 Chesapeake Way NW  
Pickerington, OH 43147
27. Parcel No. 036-06924-00  
Tracy and Levester Daniels  
8331 Chesapeake Way NW  
Pickerington, OH 43147
28. Parcel No. 036-06923-00  
Frank and Jacqueline Boateng  
8315 Chesapeake Way NW  
Pickerington, OH 43147
29. Parcel No. 036-06922-00  
Lavell Trowsdell and Ronette Burkes  
8309 Chesapeake Way NW  
Pickerington, OH 43147
30. Parcel No. 036-09172-00  
Francis and Denese Woodland  
8030 Rapala Ln NW

- Pickerington, OH 43147
31. Parcel No. 036-09171-00  
Lasheena Manley  
8031 Rapala Ln NW  
Pickerington, OH 43147
  32. Parcel No. 036-09163-00  
Clay and Tina Johnson  
8021 Chesapeake PI NW  
Pickerington, OH 43147
  33. Parcel No. 036-09162-00  
Maurice Manley  
8020 Chesapeake PI NW  
Pickerington, OH 43147
  34. Parcel No. 041-12880-00 - Taylors Way  
Graystone Homeowners Association  
P.O. Box 395  
Grove City, OH 43123
  35. Parcel No. 041-76865-00 - Rapala Ln  
Parcel No. 041-76866-00 - Rapala Ln  
Pickerington, OH 43147  
Graystone Development II LLC  
724 Bristol Cone Dr  
Gibsonia, PA 15044
  36. Parcel No. 041-11925-00  
Sean and Taylor Grubb  
8240 Rapala Ln  
Pickerington, OH 43147
  37. Parcel No. 041-11926-00  
Jon and Margaret Heischman II  
8220 Rapala Ln  
Pickerington, OH 43147
  38. Parcel No. 041-11927-00  
Brenda Reed  
8200 Rapala Ln  
Pickerington, OH 43147

39. Parcel No. 041-11928-00  
John and Laura Wells  
8172 Rapala Ln  
Pickerington, OH 43147
40. Parcel No. 041-11929-00  
William L. Moose III  
8168 Rapala Ln  
Pickerington, OH 43147
41. Parcel No. 041-11930-00  
Bhawani and Ganga Dahal  
8164 Rapala Ln  
Pickerington, OH 43147
42. Parcel No. 041-11931-00  
Ashley Douth  
8160 Rapala Ln  
Pickerington, OH 43147
43. Parcel No. 041-11932-00  
Joshua and Amanda Krause  
8156 Rapala Ln  
Pickerington, OH 43147
44. Parcel No. 041-12101-00  
Lake Forest Lot Res. B  
Pickerington, OH 43147  
Lake Forest Ventures LLC  
250 Old Wilson Bridge Rd, Ste. 140  
Worthington, OH 43085
45. Parcel No. 036-00920-00  
7504 Harden Cir NW  
Pickerington, OH 43147  
Donley Homes Inc.  
7600 Farmsbury Dr  
Reynoldsburg, OH 43068
46. Parcel No. 036-07015-00  
Ronald and Sandra Hill and Kristen Burch, Trustees  
7577 Atwood Dr NW  
Pickerington, OH 43147

47. Parcel No. 036-07016-00  
Paul Que  
7569 Atwood Dr NW  
Pickerington, OH 43147
48. Parcel No. 036-07017-00  
Charles and Debra Houtaling  
7561 Atwood Dr NW  
Pickerington, OH 43147
49. Parcel No. 036-00907-11  
Andrew and Lynda Gordon  
12600 Ault Rd NW  
Pickerington, OH 43147
50. Parcel No. 036-01799-00  
Steven and Kerry Pierce  
12857 Fox Run Ct South  
Pickerington, OH 43147
51. Parcel No. 036-01798-00  
Todd Butler and Cynthia Anderson, Co-Trustees  
12861 Fox Run South NW  
Pickerington, OH 43147
52. Parcel No. 036-01797-00  
Drew Romig  
12865 Fox Run Ct South NW  
Pickerington, OH 43147
53. Parcel No. 036-01796-00  
Jean and Lee Parker  
12869 Fox Run Ct. North NW  
Pickerington, OH 43147
54. Parcel No. 036-01795-00  
Kara and Armando Gomez-Casillas  
12873 Fox Run Ct North NW  
Pickerington, OH 43147
55. Parcel No. 036-01794-00  
Ronnie and Judith Perry  
12877 Fox Run Ct North NW



Pickerington, OH 43147

56. Estates at Lake Forest Lots 1-54  
See Annexation Plat for Parcel Numbers  
AMH Development LLC  
23975 Park Sorrento Ste. 300  
Calabasas, CA 91302

RECEIVED

NOV 18 2024

Fairfield County  
Commissioners

Rec'd by  
email

Rec'd hard  
copy 11/19/24

November 12, 2024

Rochelle Menningen, Clerk  
Fairfield County Board of Commissioners  
210 E. Main Street  
Lancaster, OH 43130

Re: Type 2 Annexation - 151.9 acres from Violet Township to City of Pickerington

Dear Rochelle:

Enclosed is our Affidavit of Service of the Type 2 Annexation Petition referenced above, with copies of the signed certified mail receipts of Violet Township and the City of Pickerington, and the list of adjacent parcel owners that were served with a copy of the filed Annexation Petition.

Do not hesitate to contact our office if you need anything further to complete your file for the upcoming hearing on this matter. Thank you.

Sincerely,

Lizabeth A. Russell-Pickard  
Paralegal

Enclosures

AFFIDAVIT

STATE OF OHIO  
COUNTY OF FRANKLIN, ss.

Now comes Nathan Painter, being of lawful age and being first duly sworn and cautioned, hereby states the following:

1. My name is Nathan Painter, and I have personal knowledge of the facts presented in this Affidavit.
2. I am the agent for the annexation petition that was filed with the Fairfield County Commissioners on November 5, 2024 on behalf of the property owners.
3. On November 6, 2024, I mailed a copy of the annexation petition filed with the Fairfield County Commissioners to Violet Township and the City of Pickerington by certified mail return receipt requested, and copies of the signed receipts are attached.
4. On November 6, 2024, I mailed a notice of the filing of the annexation petition and a full and complete copy of the annexation petition and attachments by regular mail to all landowners in the annexation area and adjacent landowners, which included those on the attached Exhibit.

FURTHER AFFIANT SAYETH NOT.



Nathan Painter

STATE OF OHIO  
COUNTY OF FRANKLIN, ss.

Nathan Painter appeared before me this 11 day of November, 2024, who is known to me or satisfactorily proven to be the same, and signed the statements made in the foregoing Affidavit as being true to the best of his knowledge and belief.



LIZABETH A. RUSSELL-PICKARD  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
05-19-2027  
Recorded in  
Franklin County



Notary Public

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Heather Moore, City Clerk  
 City of Pickerington  
 400 Rockville Rd.  
 Pickerington OH 43147



9590 9402 9040 4122 2016 72

2. Article Number (Transfer from service label)

9589 0710 5270 1616 4603 15

PS Form 3811, July 2020 PSN 7530-02-000-9053

*Harmony*  
**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?  Yes
- If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Violet Twp. Trustees  
 10190 Blacklick  
 Eastern Rd.  
 Pickerington OH 43147



9590 9402 8577 3244 8495 73

2. Article Number (Transfer from service label)

9589 0710 5270 1616 4603 22

PS Form 3811, July 2020 PSN 7530-02-000-9053

*Harmony Anley Pot*  
**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1?  Yes
- If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

**EXHIBIT C**  
**ADJACENT PARCEL OWNERS**

1. Parcel No. 036-00935-00 - 8295 Chesapeake Way NW  
Parcel No. 036-00935-30 - Milnor Rd NW  
Pickerington, OH 43147  
Joyce A. Wymer and John C. Wymer,  
Co-Trustees  
12850 Milnor Rd NW  
Pickerington, OH 43147
  
2. Parcel No. 036-00935-10  
12950 Milnor Rd NW  
H. Bert and Stephanie A. Lindsay  
5880 Searborough Blvd.  
Columbus, OH 43232
  
3. Parcel No. 036-00852-00  
13023 Ault Rd NW  
John E. Donley  
7600 Farmsberry Dr  
Reynoldsburg, OH 43068
  
4. Parcel No. 036-00907-12  
Michael and Veronica Mathers  
12530 Ault Rd NW  
Pickerington OH 43147
  
5. Parcel No. 036-00907-14  
Hayley and Shaun Simpson  
12490 Ault Rd NW  
Pickerington, OH 43147
  
6. Parcel No. 036-00936-20  
Milnor Rd NW  
Pickerington, OH 43147  
Board of Fairfield County Commissioners  
210 E. Main St., Rm. 301  
Lancaster, OH 43130



Hilliard, OH 43026

15. Parcel No. 036-05057-00  
Cheryl and Michael Hiatt  
12667 Wildflower Dr NW  
Pickerington, OH 43147
16. Parcel No. 036-00923-00  
Christopher and Karie Leas  
12705 Milnor Road NW  
Pickerington, OH 43147
17. Parcel No. 036-05026-00  
Ronald and Muriel Fairrow  
8517 Winding Creek Way  
Pickerington, OH 43147
18. Parcel No. 036-03751-00  
Timothy Linson and Michelle Badgett  
8540 North Spring Ct NW  
Pickerington, OH 43147
19. Parcel No. 036-06933-00 - Chesapeake Way NW  
Parcel No. 036-06934-00 - Chesapeake Way NW  
Parcel No. 036-09155-00 - Chesapeake Way NW  
Parcel No. 036-09176-00 - Rapala Ln NW  
Parcel No. 036-09175-00 - Rapala Ln NW  
Pickerington, OH 43147  
Chesapeake Homeowners Association  
% Omni Community Assoc Mgrs LLC  
P. O. Box 395  
Grove City, OH 43123
20. Parcel No. 036-06931-00  
Teresa & Rodger Flowers  
8443 Chesapeake Way NW  
Pickerington, OH 43147
21. Parcel No. 036-06930-00  
Errick and Elizabeth Highbaugh  
8427 Chesapeake Way NW  
Pickerington, OH 43147

Pickerington, OH 43147

31. Parcel No. 036-09171-00  
Lasheena Manley  
8031 Rapala Ln NW  
Pickerington, OH 43147
32. Parcel No. 036-09163-00  
Clay and Tina Johnson  
8021 Chesapeake Pl NW  
Pickerington, OH 43147
33. Parcel No. 036-09162-00  
Maurice Manley  
8020 Chesapeake Pl NW  
Pickerington, OH 43147
34. Parcel No. 041-12880-00 - Taylors Way  
Graystone Homeowners Association  
P.O. Box 395  
Grove City, OH 43123
35. Parcel No. 041-76865-00 - Rapala Ln  
Parcel No. 041-76866-00 - Rapala Ln  
Pickerington, OH 43147  
Graystone Development II LLC  
724 Bristol Cone Dr  
Gibsonia, PA 15044
36. Parcel No. 041-11925-00  
Sean and Taylor Grubb  
8240 Rapala Ln  
Pickerington, OH 43147
37. Parcel No. 041-11926-00  
Jon and Margaret Heischman II  
8220 Rapala Ln  
Pickerington, OH 43147
38. Parcel No. 041-11927-00  
Brenda Reed  
8200 Rapala Ln  
Pickerington, OH 43147

47. Parcel No, 036-07016-00  
Paul Que  
7569 Atwood Dr NW  
Pickerington, OH 43147
48. Parcel No. 036-07017-00  
Charles and Debra Houtaling  
7561 Atwood Dr NW  
Pickerington, OH 43147
49. Parcel No. 036-00907-11  
Andrew and Lynda Gordon  
12600 Ault Rd NW  
Pickerington, OH 43147
50. Parcel No. 036-01799-00  
Steven and Kerry Pierce  
12857 Fox Run Ct South  
Pickerington, OH 43147
51. Parcel No. 036-01798-00  
Todd Butler and Cynthia Anderson, Co-Trustees  
12861 Fox Run South NW  
Pickerington, OH 43147
52. Parcel No. 036-01797-00  
Drew Romig  
12865 Fox Run Ct South NW  
Pickerington, OH 43147
53. Parcel No. 036-01796-00  
Jean and Lee Parker  
12869 Fox Run Ct. North NW  
Pickerington, OH 43147
54. Parcel No. 036-01795-00  
Kara and Armando Gomez-Casillas  
12873 Fox Run Ct North NW  
Pickerington, OH 43147
55. Parcel No. 036-01794-00  
Ronnie and Judith Perry  
12877 Fox Run Ct North NW

painter & associates  
ATTORNEYS AT LAW LLC

NATHAN D. PAINTER • REBECCA MUNCY BROOKS, OF COUNSEL • KYLE LINDENBAUM, OF COUNSEL • THOMAS L. HART, OF COUNSEL

November 18, 2024

RECEIVED

NOV 21 2024

Fairfield  
County

Fairfield County Board of Commissioners  
ATTN: Rochelle Menningen  
210 E. Main Street, Rm. 301  
Lancaster, OH 43130

Re: Type 2 Annexation - 151.9 acres, from Violet Township to City of Pickerington

Dear Rochelle,

As requested, enclosed is our office check issued in the amount of \$250.00 as filing fee for the above referenced Annexation Petition filed November 5, 2024.

Please let us know if you need anything further. Thank you.

Sincerely,

Lizbeth A. Russell-Pickard  
Paralegal

Enclosure



CITY OF  
**PICKERINGTON**

**RECEIVED**

NOV 22 2024

Fairfield County  
Commissioners

November 21, 2024

Rochelle Menningen, Clerk  
Fairfield County  
Board of County Commissioners  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Dear Ms. Menningen:

Enclosed please find a certified copy of Resolution 2024-27R, a resolution indicating what services the City of Pickerington will provide to 151.9+/- acres of land, more or less, for the annexation of property north of Refugee Road and between Ault Road and Milnor Road that was adopted by Pickerington City Council on November 19, 2024.

Should you have any questions or need further information, please contact my office at (614) 837-3974, ext. 2421, or by email at [hmoore@pickerington.net](mailto:hmoore@pickerington.net).

Sincerely,

Heather Moore, CMC  
City Clerk

cc: Philip K. Hartmann, Law Director (via email)



# RECORD OF RESOLUTIONS

Resolution No. 2024-27R

Passed November 19 20 24

**A RESOLUTION INDICATING WHAT SERVICES THE CITY OF PICKERINGTON WILL PROVIDE TO 151.9+/- ACRES OF LAND, MORE OR LESS, FOR THE ANNEXATION OF PROPERTY NORTH OF REFUGEE ROAD AND BETWEEN AULT ROAD AND MILNOR ROAD**

**WHEREAS**, on November 5, 2024, pursuant to Ohio Revised Code Section 709.023, Nathan Painter, as agent for the property owners, filed a petition with the Fairfield County Commissioners for the annexation of approximately 151.9 acres of land, more or less, the description and map of which are attached hereto as Exhibits A and B, respectively; and

**WHEREAS**, Nathan Painter, as agent for the petitioners on November 8, 2024, delivered to the Clerk of Pickerington City Council the notice of the filing of the annexation petition with the Board of County Commissioners of Fairfield County and its clerk on November 5, 2024; and

**WHEREAS**, Ohio Revised Code Section 709.023(C) requires that within twenty days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

**WHEREAS**, this Council desires to provide municipal services to the Property, as set out in more particularity below.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PICKERINGTON, FAIRFIELD-FRANKLIN COUNTIES, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING:**

**SECTION 1.** That upon annexation to the City of Pickerington of the 151.9+/- acres, more or less, as delineated on the attached Exhibit A, and subject to the exception spelled out in Section 2 of this Resolution, the City will provide the full range of available municipal services consistent with those services available to the existing residents of, and to the property within, the City of Pickerington, including but not limited to police protection, street maintenance, refuse collections, planning and zoning, and parks and recreation, all of which will be provided immediately upon the effective date of the annexation as provided by law.

**SECTION 2.** The City shall not provide storm water maintenance services to the 19.63 acres of the annexed land which is known as the Estates at Lake Forest and which is being developed by AMH Development, LLC as that land is currently part of a Drainage Maintenance District that is maintained and inspected by the Fairfield County Engineer's Office.

**SECTION 3.** That the Council of the City of Pickerington, pursuant to Ohio Revised Code Section 709.023(D), hereby consents to the annexation.

**SECTION 4.** This Council further states that if the territory proposed for annexation is subject to current zoning regulations adopted under either Chapter 303 or 519 of the Revised Code at the time the petition is filed, this City Council hereby adopts and expressly states that, if the territory is annexed and becomes subject to zoning by the City of Pickerington and such zoning permits uses in the annexed territory which the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory is annexed, this Council will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed

Heather Moore, City Clerk



Date



I do hereby certify this to be a true and complete copy of Resolution No. 2024-27R, adopted by Council of the City of Pickerington, Ohio, on November 19, 2024.



# RECORD OF RESOLUTIONS

Resolution No. 2024-27R

Passed November 19 2024

territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township, all in accordance with O.R.C. § 709.023(C).

**SECTION 5.** That the Clerk of Council shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file with the Fairfield County Board of County Commissioners on or before 20 days from the filing of the annexation petition.

**SECTION 6.** That this Resolution shall be in full force and effect from and immediately following its adoption.


APPROVED BY: \_\_\_\_\_

  
Lee A. Gray, Mayor

DATE OF APPROVAL: November 19, 2024

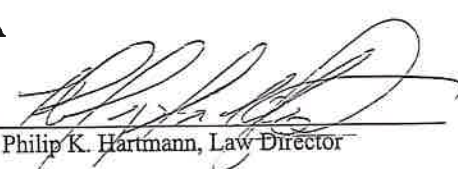
EFFECTIVE DATE: November 19, 2024

ATTEST: \_\_\_\_\_

  
Heather Moore, City Clerk

**SPONSOR: CONSENT AGENDA**

APPROVED AS TO FORM  
AND LEGALITY OF PURPOSE: \_\_\_\_\_

  
Philip K. Hartmann, Law Director

# Exhibit A

***EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)  
TO THE CITY OF PICKERINGTON OF  
151.9+/- ACRES, MORE OR LESS,  
FROM VIOLET TOWNSHIP***

*TO THE BOARD OF COUNTY COMMISSIONERS  
OF FAIRFIELD COUNTY, OHIO*

The undersigned, petitioners in the premises, and being THE SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 151.9 +/- acres, more or less, with a total length of the annexation perimeter of 16,082 feet, more or less, in the Township of Violet, which area is contiguous along 2,624 feet, or 16% is contiguous to the City of Pickerington, do hereby pray that said territory be annexed to the City of Pickerington, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

In support of said Petition, the petitioners state there are within the territory so prayed to be annexed FIVE (5) OWNERS OF SAID REAL ESTATE.

Nathan D. Painter, whose address is Painter & Associates LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the FAIRFIELD County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."**

NAME

ADDRESS

DATE

T.D. Richardson  
by TODD D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

see attached

Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

\_\_\_\_\_, 2024

Kent Sullivan  
by Kent Sullivan  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221

7-30, 2024

Mark S. Mahoney  
by Mark S. Mahoney  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

10-15, 2024

NAME

ADDRESS

DATE

TD Richardson  
by TODD D. RICHARDSON GM  
RAW RE III, LLC,  
an Ohio limited liability  
company

6075 Taylor Road  
Gahanna, OH 43230

7-30, 2024

St. Anderson  
J. Anderson  
Steven Anderson  
Judith Anderson  
aka Judith M. Broadstone

12680 Milnor Road  
Pickerington, OH 43147

10-17, 2024

K. S. Smith  
by Karl Suisits  
Estates at Lake Forest, LLC  
an Ohio limited liability  
company

1071 Fishinger Rd, #202  
Columbus, OH 43221


7-30, 2024

see attached  
by \_\_\_\_\_  
AMH Development, LLC  
a Delaware limited liability  
company

23975 Park Sorrento, #300  
Calabasas, CA 91302

\_\_\_\_\_, 2024





by: Joshua McLeod, VP  
The Estates at Lake Forest  
Homeowners Association

280 Pilot Road  
Las Vegas, NV 89119

15 NOV, 2024

**EXHIBITS**

Exhibit A= Legal Description

Exhibit B= Plat Map

Exhibit C= Adjacent Parcel Owner List

**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Violet, being part of Section 26 & 27, Township 16, Range 20, Refugee Lands and containing 151.9± acres of land, more or less, said 151.9± acres being part of a 87.8357 acre tract of land as conveyed to Raw RE III, LLC in Instrument No. 202100008121, the entirety of the Estates at Lake Forest subdivision as dedicated in Plat Cabinet 3, Sl. 96, Lots 1-54, Open Areas "A", "B", "C", and "D" as numbered and delineated on said subdivision being conveyed to The Estates at Lake Forest Homeowners Association, Inc. in Instrument No. 202300019531, Lot 55 as numbered and delineated on said subdivision being conveyed to Estates at Lake Forest, LLC in Instrument No. 202100009767, a part of a 21.64 acre tract of land as conveyed to Steven D. Anderson & Judith M. Broadstone in Deed Vol. 524, Pg. 972, a part of a 10.482 acre tract of land as conveyed to Steven D. and Judith B. Anderson (legal name change from Judith M. Broadstone) in Deed Book 552, Pg. 567, and a part of a 3.35 acre tract of land as conveyed to Steven D. and Judith B. Anderson in Deed Book 544, Pg. 517 & Deed Book 544, Pg. 522, said 151.9± acres more particularly described as follows:

**Beginning**, at a point on the south line of said 87.8357 acre tract, being in the westerly right of way of Ault Road (60' R/W) as dedicated on Plat Cabinet 2, Sl. 85, and in the north line of Pickerington High School North & Lakeview Junior High School Plat as dedicated in Plat Cabinet 2, Sl. 85;

Thence N 85°51'01" W, with the south line of said 87.8357 acre tract and the north line of said Pickerington High School North & Lakeview Junior High School Plat, **2655.6± feet**, to the southwest corner of said 87.8357 acre tract, the northwest corner of said Pickerington High School North & Lakeview Junior High School Plat, and being on the east line of Lot 31 of said Estates at Lake Forest subdivision;

Thence S 04°09'48" W, with the west line of said Pickerington High School North & Lakeview Junior High School Plat and the east line of said Lot 31, **74.4± feet** to a point on the west line of said Pickerington High School North & Lakeview Junior High School Plat, the southeast corner of said Lot 31, the northeast corner of Reserve "B" as dedicated for the Lake Forest subdivision in Plat Cabinet 3, Sl. 35, and an angle point of a City of Pickerington Corporation Line (Case No. 02-CV-579, Res. No. 02-07.30.I (11/23/2004), Ord. No. 2005-12, O.R. 1383, Pg. 2060);

Thence N 85°44'32" W, with the south line of said Lot 31, the south lines of Lots 32-33, Reserve "B", and Lots 1 and 55 of said Estates at Lake Forest subdivision and said 21.64 acre tract, the north line(s) of Reserve "B" and Lots 8-1 as numbered and delineated for said Lake Forest subdivision, and across the right of way of Rapala Lane (50' R/W) as dedicated in Plat Cabinet 3, Sl. 35, and with said City of Pickerington Corporation Line, **1332.7± feet** to the northwest corner of said Lot 1, the northeast corner of Lot 164 as numbered and delineated for the Graystone Section 4 subdivision in Plat Cabinet 3, Sl. 97, an angle point of said City of Pickerington Corporation Line, and an angle point of a City of Pickerington Corporation Line (Res. No. 2021-01.12.c (1/12/2021), Ord. No. 2021-08, I.N. 202100015287);

Thence N 85°44'32" W, with the north line of said Lot 164, the north line of Lot 163 as numbered and delineated for said subdivision, the north line of Reserve "A" as dedicated for the Graystone Section 2B subdivision in Plat Cabinet 3, Sl. 88, with the south line of said 21.64 acre tract, and with said City of Pickerington Corporation Line, **1291.1± feet** to a point on the south line of said 21.64 acre tract and the easterly right-of-way of Milnor Road(80' R/W), the northwest corner of said Reserve "A", the northeast corner of a 0.313 acre tract of land as conveyed to The Board of Fairfield County Commissioners in Official Record 1839, Pg. 2386, and an angle point of said City of Pickerington Corporation Line;

Thence N 04°41'11" E, with the easterly right of way of said Milnor Road (80' R/W), across said 21.64 acre tract, across said 3.35 acre tract, and across said 10.482 acre tract, **1033.7± feet**, to a point on the north line of said 10.482 acre tract, the southwest corner of Open Space "B" as numbered and delineated for the Chesapeake Section 1 subdivision in Plat Cabinet 3, Sl. 55, and being on the easterly right of way of said Milnor Road;

Thence S 85°50'12" E, with the north line of said 10.482 acre tract, the south lines of Lots 23-16 and Open Space "C" as numbered and delineated for said plat, the southwest corner of Lot 15 as numbered and delineated for said plat, the south lines of Open Space "D" and "F" as dedicated for the Chesapeake Section 2 subdivision in Plat Cabinet 3, Sl. 86, the south line of Open Space "E" as dedicated for the Chesapeake Section 3 subdivision in Plat Cabinet 3, Sl. 87, across the right of way of said Rapala Lane (50' R/W), the north lines of Lots 13-21 as numbered and delineated for said Estates at Lake Forest subdivision, and the north line of Reserve "D" as dedicated for said Estates at Lake Forest subdivision, **2614.1± feet** to the northeast corner of said Reserve "D", the southeast corner of Open Space "E", being on the west line of said 87.8357 acre tract, and being on the east line of Section 27 and the west line of Section 26;

Thence N 04°09'26" E, with the west line of said 87.8357 acre tract, the east lines of said Open Space "E" and Lots 50-49 as numbered and delineated for said plat, the east line of a 41.887 acre tract of land as conveyed to Joyce A. Wymer & John D. Wymer, Co-Trustees of the Joyce A. Wymer Revocable Trust, as conveyed in Official Record 1566, Pg. 121, the east line of a 38.000 acre tract of land as conveyed to H. Bert & Stephanie A. Lindsay in Deed Book 564, Pg. 601, and with the common line of Section 27 and 26, **1720.4± feet** to the northwest corner of said 87.8357 acre tract, the northeast corner of said 38.000 acre tract, the southeast corner of Lot 162 as numbered and delineated for the Meadowmoore Section 3, Phase 2 subdivision as dedicated in Plat Cabinet 2, Sl. 150, the southwest corner of an original 43.315 acre tract of land as conveyed to John E. Donley in Official Record 1256, Pg. 1187, and being the common corner of Sections 22, 23, 26, and 27;

**Proposed 151.9± Acre Annexation  
from Violet Township  
to the City of Pickerington**

-2-

Thence S 86°08'48" E, with the north line of said 87.8357 acre tract, the south line of said original 43.315 acre tract, the north line of said Section 26, and the south line of said Section 23, 1350.8± feet to a northeast corner of said 87.8357 acre tract, the northwest corner of Lot 6 as numbered and delineated for the Fox Run West subdivision in Plat Book 10, Pg. 69, being on the south line of said original 43.315 acre tract, and the common line of said Section 23 and 26;

Thence S 04°23'10" W, with an east line of said 87.8357 acre tract, the west line of said Lot 6, the west lines of Lots 7-10 as numbered and delineated in said plat, the west line of an original 41.375 acre tract of land as conveyed to Donley Homes Inc. in Official Record 1739, Pg. 2940, the west line of a 5.550 acre tract of land dedicated for The Enclave at Meadowmoore Condominium Phase 21, Part 4 in Instrument No. 202400012137, the west line of a 0.440 acre tract of land dedicated for The Enclave at Meadowmoore Condominium Phase 19, Part 2 in Instrument No. 202400000292, and the west line of a 0.627 acre tract of land dedicated for The Enclave at Meadowmoore Condominium Phase 20, Part 1 in Instrument No. 202400010421, 2473.3± feet to an angle point of said 87.8357 acre tract and the southwest corner of said 0.627 acre tract;

Thence S 85°56'45" E, with a north line of said 87.8357 acre tract, the south line of said 0.627 acre tract, the south line of a 0.793 acre tract of land dedicated for The Enclave at Meadowmoore Condominium Phase 15 in Plat Cabinet 3, Sl. 108, the south line of said original 41.375 acre tract, the south line of a 0.181 acre tract of land dedicated for The Enclave at Meadowmoore Condominium Phase 20, Part 2 in Instrument No. 202400010421, the south line of a 0.179 acre tract of land dedicated for The Enclave at Meadowmoore Condominium Phase 17, Part 1 in Plat Cabinet 3, Sl. 113, the south line of a 0.218 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Part 4 in Plat Cabinet 3, Sl. 90, the south line of a 0.202 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 8, Part 3 in Plat Cabinet 3, Sl. 83, the south line of a 0.188 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 11, Part 3 in Plat Cabinet 3, Sl. 92, the south line of a 0.179 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 10, Part 5 in Plat Cabinet 3, Sl. 90, and the south line of a 2.054 acre tract of land as dedicated for The Enclave at Meadowmoore Condominium Phase 3, Part 2 in Plat Cabinet 3, Sl. 66, 1315.9± feet to a point on the westerly right of way of said Ault Road (60' R/W), the southwest corner of a 0.383 acre tract of land as conveyed to the Fairfield County Board of Commissioners in Official Record 1755, Pg. 665, the southeast corner of said 2.054 acre tract, and being on a north line of said 87.8357 acre tract;

Thence S 04°26'09" W, with the westerly right of way of said Ault Road (60' R/W) and across said 87.8357 acre tract, 219.9± feet to the **Point of Beginning**, containing 151.9± acres.

The above description was prepared by Advanced Civil Design Inc. on November 18, 2024 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 16,082± feet, of which 2,624± feet are contiguous with existing City of Pickerington Corporation lines, being 16±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.

ADVANCED CIVIL DESIGN, INC.

---

Jonathan E. Phelps, P.S. 8241







**EXHIBIT C**  
**ADJACENT PARCEL OWNERS**  
(Rev. 11/13/2024)

1. Parcel No. 036-00935-30 - Milnor Rd NW  
Pickerington, OH 43147  
Joyce A. Wymer and John D. Wymer,  
Co-Trustees  
12850 Milnor Rd NW  
Pickerington, OH 43147
2. Parcel No. 036-00935-10  
12950 Milnor Rd NW  
H. Bert and Stephanie A. Lindsay  
5805 Searborough Blvd.  
Columbus, OH 43232
3. Parcel No. 036-00852-00  
13023 Ault Rd NW  
John E. Donley  
7600 Farmsberry Dr  
Reynoldsburg, OH 43068
4. Parcel No. 036-00907-12  
Michael and Veronica Mathers  
12530 Ault Rd NW  
Pickerington OH 43147
5. Parcel No. 036-00907-14  
Hayley and Shaun Simpson  
12490 Ault Rd NW  
Pickerington, OH 43147
6. Parcel No. 036-00936-20  
Milnor Rd NW  
Pickerington, OH 43147  
Board of Fairfield County Commissioners  
210 E. Main St., Rm. 301  
Lancaster, OH 43130
7. Parcel No. 036-06433-00  
Barry L. and Laura Mowery  
7937 Banker Dr NW

- 12667 Wildflower Dr NW  
Pickerington, OH 43147
16. Parcel No. 036-00923-00  
Christopher and Karie Leas  
12705 Milnor Road NW  
Pickerington, OH 43147
17. Parcel No. 036-05026-00  
Ronald and Muriel Fairrow  
8517 Winding Creek Way NW  
Pickerington, OH 43147
18. Parcel No. 036-03751-00  
Timothy Linson and Michelle Badgett  
8540 North Spring Ct NW  
Pickerington, OH 43147
19. Parcel No. 036-06933-00 - Chesapeake Way NW  
Parcel No. 036-06934-00 - Chesapeake Way NW  
Parcel No. 036-09155-00 - Chesapeake Way NW  
Parcel No. 036-09176-00 - Rapala Ln NW  
Parcel No. 036-09175-00 - Rapala Ln NW  
Pickerington, OH 43147  
Chesapeake Homeowners Association  
% Omni Community Assoc Mgrs LLC  
P. O. Box 395  
Grove City, OH 43123
20. Parcel No. 036-06931-00  
Teresa & Rodger Flowers  
8443 Chesapeake Way NW  
Pickerington, OH 43147
21. Parcel No. 036-06930-00  
Errick and Elizabeth Highbaugh  
8427 Chesapeake Way NW  
Pickerington, OH 43147
22. Parcel No. 036-06929-00  
Mary E. and Delondo Miles  
8411 Chesapeake Way NW  
Pickerington, OH 43147

23. Parcel No. 036-06928-00  
Danyelle and William Taylor  
8395 Chesapeake Way NW  
Pickerington, OH 43147
24. Parcel No. 036-06927-00  
Stephen and Shannon Walker  
8379 Chesapeake Way NW  
Pickerington, OH 43147
25. Parcel No. 036-06926-00  
Daya Acharya and Dahal Radha  
8363 Chesapeake Way NW  
Pickerington, OH 43147
26. Parcel No. 036-06925-00  
Fatoumata Diallo  
8347 Chesapeake Way NW  
Pickerington, OH 43147
27. Parcel No. 036-06924-00  
Tracy and Levester Daniels  
8331 Chesapeake Way NW  
Pickerington, OH 43147
28. Parcel No. 036-06923-00  
Frank and Jacqueline Boateng  
8315 Chesapeake Way NW  
Pickerington, OH 43147
29. Parcel No. 036-06922-00  
Lavell Trowsdell and Ronette Burkes  
8309 Chesapeake Way NW  
Pickerington, OH 43147
30. Parcel No. 036-09172-00  
Francis and Denese Woodland  
8030 Rapala Ln NW  
Pickerington, OH 43147
31. Parcel No. 036-09171-00  
Lasheena Manley  
8031 Rapala Ln NW  
Pickerington, OH 43147

32. Parcel No. 036-09163-00  
Clay and Tina Johnson  
8021 Chesapeake PI NW  
Pickerington, OH 43147
33. Parcel No. 036-09162-00  
Maurice Manley  
8020 Chesapeake PI NW  
Pickerington, OH 43147
34. Parcel No. 041-12880-00 - Taylors Way  
Graystone Subdivision Homeowners Association  
P.O. Box 395  
Grove City, OH 43123
35. Parcel No. 041-76865-00 - Rapala Ln  
Parcel No. 041-76866-00 - Rapala Ln  
Pickerington, OH 43147  
Graystone Development II LLC  
724 Bristol Cone Dr  
Gibsonia, PA 15044
36. Parcel No. 041-11925-00  
Sean and Taylor Grubb  
8240 Rapala Ln  
Pickerington, OH 43147
37. Parcel No. 041-11926-00  
Jon and Margaret Heischman II  
8220 Rapala Ln  
Pickerington, OH 43147
38. Parcel No. 041-11927-00  
Brenda Reed  
8200 Rapala Ln  
Pickerington, OH 43147
39. Parcel No. 041-11928-00  
John and Laura Wells  
8172 Rapala Ln  
Pickerington, OH 43147
40. Parcel No. 041-11929-00

- William L. Moose III  
8168 Rapala Ln  
Pickerington, OH 43147
41. Parcel No. 041-11930-00  
Bhawani and Ganga Dahal  
8164 Rapala Ln  
Pickerington, OH 43147
42. Parcel No. 041-11931-00  
Ashley Doutt  
8160 Rapala Ln  
Pickerington, OH 43147
43. Parcel No. 041-11932-00  
Joshua and Amanda Krause  
8156 Rapala Ln  
Pickerington, OH 43147
44. Parcel No. 041-12101-00  
Lake Forest Lot Res. B  
Pickerington, OH 43147  
Lake Forest Ventures LLC  
340 Alana Drive  
New Lenox, IL 60451
45. Parcel No. 036-00920-00  
7504 Harden Cir NW  
Pickerington, OH 43147  
Donley Homes Inc.  
7600 Farmsbury Dr  
Reynoldsburg, OH 43068
46. Parcel No. 036-07015-00  
Ronald and Sandra Hill and Kristen Burch, Trustees  
7577 Atwood Dr NW  
Pickerington, OH 43147
47. Parcel No, 036-07016-00  
Paul Que  
7569 Atwood Dr NW  
Pickerington, OH 43147



48. Parcel No. 036-07017-00  
Charles and Debra Houtaling  
7561 Atwood Dr NW  
Pickerington, OH 43147
49. Parcel No. 036-00907-11  
Andrew and Lynda Gordon  
12600 Ault Rd NW  
Pickerington, OH 43147
50. Parcel No. 036-01799-00  
Steven and Kerry Pierce  
12857 Fox Run Ct South NW  
Pickerington, OH 43147
51. Parcel No. 036-01798-00  
Todd Butler  
12861 Fox Run Ct South NW  
Pickerington, OH 43147
52. Parcel No. 036-01797-00  
Drew Romig  
12865 Fox Run Ct South NW  
Pickerington, OH 43147
53. Parcel No. 036-01796-00  
Jean and Lee Parker  
12869 Fox Run Ct. North NW  
Pickerington, OH 43147
54. Parcel No. 036-01795-00  
Kara and Armando Gomez-Casillas  
12873 Fox Run Ct North NW  
Pickerington, OH 43147
55. Parcel No. 036-01794-00  
Ronnie and Judith Perry  
12877 Fox Run Ct North NW  
Pickerington, OH 43147
56. Parcel No. 036-09505-00  
7504 Harden Cir NW  
Donley Homes Inc.  
7600 Farmsbury Drive

Reynoldsburg, OH 43068

57. Parcel No. 036-09465-00  
Douglas & Jennifer Muszynski  
7705 Clifton Loop NW  
Pickerington, OH 43147
58. Parcel No. 036-09466-00  
Anita Spencer  
7697 Clifton Loop NW  
Pickerington, OH 43147
59. Parcel No. 036-09467-00  
Douglas & Martha Myers  
7689 Clifton Loop NW  
Pickerington, OH 43147
60. Parcel No. 036-09468-00  
Tyler Lape  
7681 Clifton Loop NW  
Pickerington, OH 43147
61. Parcel No. 036-09413-00  
Betty Carver  
7673 Clifton Loop  
Pickerington, OH 43147
62. Parcel No. 036-09502-00  
7504 Harden Cir NW  
Robert & Rogina Meyers  
7665 Clifton Loop  
Pickerington, OH 43147
63. Parcel No. 036-09469-00  
7625 Atwood Drive NW  
David Friedman  
5504 Roberts Drive  
Plano, TX 75093
64. Parcel No. 036-09461-00  
John & Clelia Festger  
7617 Atwood Drive NW  
Pickerington, OH 43147

65. Parcel No. 036-00920-40  
Ault Rd. NW  
Board of Fairfield County Commissioners, Fairfield Co., OH  
210 E. Main St., Rm. 301  
Lancaster, OH 43130
66. Parcel No. 036-00923-10  
Milnor Rd NW  
Board of Fairfield County Commissioners, Fairfield Co., OH  
210 E. Main St., Rm. 301  
Lancaster, OH 43130

DEC 02 2024

November 26, 2024

Rochelle Menningen, Clerk  
Fairfield County Board of Commissioners  
210 E. Main Street  
Lancaster, OH 43130

Re: Amended Type 2 Annexation - 151.9 acres from Violet Township to City of Pickerington

Dear Rochelle:

Enclosed is our Affidavit of Service of the Amended Type 2 Annexation Petition referenced above, with copies of the signed certified mail receipts of Violet Township and the City of Pickerington, and the list of adjacent parcel owners that were served with a copy of the filed Annexation Petition.

Please let us know when the Commissioners plan to hear this annexation so counsel can attend.

Do not hesitate to contact our office if you need anything further to complete your file for the upcoming hearing on this matter. Thank you.

Sincerely,



Elizabeth A. Russell-Pickard  
Paralegal

Enclosures

1912

1913

1914

1915

1916

1917

1918

1919

1920



AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN, ss.

Now comes Nathan Painter, being of lawful age and being first duly sworn and cautioned, hereby states the following:

1. My name is Nathan Painter, and I have personal knowledge of the facts presented in this Affidavit.
2. I am the agent for the AMENDED annexation petition that was filed with the Fairfield County Commissioners on November 18, 2024 on behalf of the property owners.
3. On November 20, 2024, I mailed a copy of the annexation petition filed with the Fairfield County Commissioners to Violet Township and the City of Pickerington by certified mail return receipt requested, and copies of the signed receipts are attached.
4. On November 20, 2024, I mailed a notice of the filing of the annexation petition and a full and complete copy of the annexation petition and attachments by regular mail to all landowners in the annexation area and adjacent landowners, which included those on the attached Exhibit.

FURTHER AFFIANT SAYETH NOT.



Nathan Painter

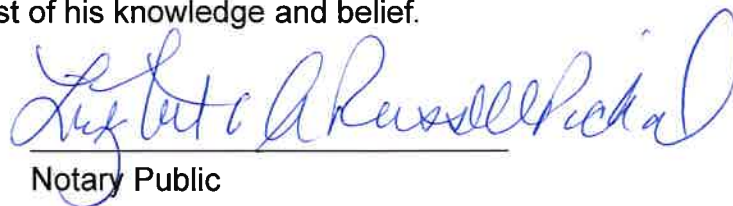
STATE OF OHIO

COUNTY OF FRANKLIN, ss.

Nathan Painter appeared before me this 26 day of November, 2024, who is known to me or satisfactorily proven to be the same, and signed the statements made in the foregoing Affidavit as being true to the best of his knowledge and belief.



LIZABETH A. RUSSELL-PICKARD  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
05-19-2027  
Recorded in  
Franklin County



Notary Public



And Anne H.L.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Heather Moore City Clerk  
 City of Pickerington  
 102 Rockville Rd.  
 Pickerington OH 43147



9590 9402 9040 4122 2016 27

2. Article Number (Transfer from service label)  
 9589 0710 5270 1616 4603 84

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *Heather Moore*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Violet Twp Trustees  
 10190 Blacklick Eastern Rd.  
 Pickerington Oh 43147



9590 9402 9040 4122 2016 34

2. Article Number (Transfer from service label)  
 9589 0710 5270 1616 4603 91

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *Ann*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



**EXHIBIT C**  
**ADJACENT PARCEL OWNERS**  
(Rev. 11/13/2024)

1. Parcel No. 036-00935-30 - Milnor Rd NW  
Pickerington, OH 43147  
Joyce A. Wymer and John D. Wymer,  
Co-Trustees  
12850 Milnor Rd NW  
Pickerington, OH 43147
  
2. Parcel No. 036-00935-10  
12950 Milnor Rd NW  
H. Bert and Stephanie A. Lindsay  
5805 Searborough Blvd.  
Columbus, OH 43232
  
3. Parcel No. 036-00852-00  
13023 Ault Rd NW  
John E. Donley  
7600 Farmsberry Dr  
Reynoldsburg, OH 43068
  
4. Parcel No. 036-00907-12  
Michael and Veronica Mathers  
12530 Ault Rd NW  
Pickerington OH 43147
  
5. Parcel No. 036-00907-14  
Hayley and Shaun Simpson  
12490 Ault Rd NW  
Pickerington, OH 43147
  
6. Parcel No. 036-00936-20  
Milnor Rd NW  
Pickerington, OH 43147  
Board of Fairfield County Commissioners  
210 E. Main St., Rm. 301  
Lancaster, OH 43130
  
7. Parcel No. 036-06433-00  
Barry L. and Laura Mowery  
7937 Banker Dr NW



Pickerington, OH 43147

8. Parcel No. 036-06905-09  
The Enclave at Meadowmoore  
Common Area Parcel  
7449 Harden Circle NW  
Pickerington, OH 43147
9. Parcel No. 036-09238-00  
John and Pamela Feucht  
7585 Atwood Dr NW  
Pickerington, OH 43147
10. Parcel No. 036-09241-00  
Tondalaya Payne  
7593 Atwood Dr NW  
Pickerington, OH 43147
11. Parcel No. 036-09135-00  
Michael and Linda Barnett, Trustees  
7601 Atwood Dr NW  
Pickerington, OH 43147
12. Parcel No. 036-09237-00  
Edward and Linda Tessmer Trustees  
7609 Atwood Dr NW  
Pickerington, OH 43147
13. Parcel No. 036-06007-00  
7800 Refugee Rd NW  
Pickerington, OH 43147  
Board of Education of Pickerington Local School District  
777 Long Rd  
Pickerington, OH 43147
14. Parcel No. 036-05063-10  
Milnor Road NW  
Pickerington, OH 43147  
Winding Creek Owners Association  
4872 Cemetery Road  
Hilliard, OH 43026
15. Parcel No. 036-05057-00  
Cheryl and Michael Hiatt

12667 Wildflower Dr NW  
Pickerington, OH 43147

16. Parcel No. 036-00923-00  
Christopher and Karie Leas  
12705 Milnor Road NW  
Pickerington, OH 43147
17. Parcel No. 036-05026-00  
Ronald and Muriel Fairrow  
8517 Winding Creek Way NW  
Pickerington, OH 43147
18. Parcel No. 036-03751-00  
Timothy Linson and Michelle Badgett  
8540 North Spring Ct NW  
Pickerington, OH 43147
19. Parcel No. 036-06933-00 - Chesapeake Way NW  
Parcel No. 036-06934-00 - Chesapeake Way NW  
Parcel No. 036-09155-00 - Chesapeake Way NW  
Parcel No. 036-09176-00 - Rapala Ln NW  
Parcel No. 036-09175-00 - Rapala Ln NW  
Pickerington, OH 43147  
Chesapeake Homeowners Association  
% Omni Community Assoc Mgrs LLC  
P. O. Box 395  
Grove City, OH 43123
20. Parcel No. 036-06931-00  
Teresa & Rodger Flowers  
8443 Chesapeake Way NW  
Pickerington, OH 43147
21. Parcel No. 036-06930-00  
Errick and Elizabeth Highbaugh  
8427 Chesapeake Way NW  
Pickerington, OH 43147
22. Parcel No. 036-06929-00  
Mary E. and Delondo Miles  
8411 Chesapeake Way NW  
Pickerington, OH 43147

23. Parcel No. 036-06928-00  
Danyelle and William Taylor  
8395 Chesapeake Way NW  
Pickerington, OH 43147
24. Parcel No. 036-06927-00  
Stephen and Shannon Walker  
8379 Chesapeake Way NW  
Pickerington, OH 43147
25. Parcel No. 036-06926-00  
Daya Acharya and Dahal Radha  
8363 Chesapeake Way NW  
Pickerington, OH 43147
26. Parcel No. 036-06925-00  
Fatoumata Diallo  
8347 Chesapeake Way NW  
Pickerington, OH 43147
27. Parcel No. 036-06924-00  
Tracy and Levester Daniels  
8331 Chesapeake Way NW  
Pickerington, OH 43147
28. Parcel No. 036-06923-00  
Frank and Jacqueline Boateng  
8315 Chesapeake Way NW  
Pickerington, OH 43147
29. Parcel No. 036-06922-00  
Lavell Trowsdell and Ronette Burkes  
8309 Chesapeake Way NW  
Pickerington, OH 43147
30. Parcel No. 036-09172-00  
Francis and Denese Woodland  
8030 Rapala Ln NW  
Pickerington, OH 43147
31. Parcel No. 036-09171-00  
Lasheena Manley  
8031 Rapala Ln NW  
Pickerington, OH 43147

32. Parcel No. 036-09163-00  
Clay and Tina Johnson  
8021 Chesapeake PI NW  
Pickerington, OH 43147
33. Parcel No. 036-09162-00  
Maurice Manley  
8020 Chesapeake PI NW  
Pickerington, OH 43147
34. Parcel No. 041-12880-00 - Taylors Way  
Graystone Subdivision Homeowners Association  
P.O. Box 395  
Grove City, OH 43123
35. Parcel No. 041-76865-00 - Rapala Ln  
Parcel No. 041-76866-00 - Rapala Ln  
Pickerington, OH 43147  
Graystone Development II LLC  
724 Bristol Cone Dr  
Gibsonia, PA 15044
36. Parcel No. 041-11925-00  
Sean and Taylor Grubb  
8240 Rapala Ln  
Pickerington, OH 43147
37. Parcel No. 041-11926-00  
Jon and Margaret Heischman II  
8220 Rapala Ln  
Pickerington, OH 43147
38. Parcel No. 041-11927-00  
Brenda Reed  
8200 Rapala Ln  
Pickerington, OH 43147
39. Parcel No. 041-11928-00  
John and Laura Wells  
8172 Rapala Ln  
Pickerington, OH 43147
40. Parcel No. 041-11929-00

- William L. Moose III  
8168 Rapala Ln  
Pickerington, OH 43147
41. Parcel No. 041-11930-00  
Bhawani and Ganga Dahal  
8164 Rapala Ln  
Pickerington, OH 43147
42. Parcel No. 041-11931-00  
Ashley Doult  
8160 Rapala Ln  
Pickerington, OH 43147
43. Parcel No. 041-11932-00  
Joshua and Amanda Krause  
8156 Rapala Ln  
Pickerington, OH 43147
44. Parcel No. 041-12101-00  
Lake Forest Lot Res. B  
Pickerington, OH 43147  
Lake Forest Ventures LLC  
340 Alana Drive  
New Lenox, IL 60451
45. Parcel No. 036-00920-00  
7504 Harden Cir NW  
Pickerington, OH 43147  
Donley Homes Inc.  
7600 Farmsbury Dr  
Reynoldsburg, OH 43068
46. Parcel No. 036-07015-00  
Ronald and Sandra Hill and Kristen Burch, Trustees  
7577 Atwood Dr NW  
Pickerington, OH 43147
47. Parcel No, 036-07016-00  
Paul Que  
7569 Atwood Dr NW  
Pickerington, OH 43147



48. Parcel No. 036-07017-00  
Charles and Debra Houtaling  
7561 Atwood Dr NW  
Pickerington, OH 43147
49. Parcel No. 036-00907-11  
Andrew and Lynda Gordon  
12600 Ault Rd NW  
Pickerington, OH 43147
50. Parcel No. 036-01799-00  
Steven and Kerry Pierce  
12857 Fox Run Ct South NW  
Pickerington, OH 43147
51. Parcel No. 036-01798-00  
Todd Butler  
12861 Fox Run Ct South NW  
Pickerington, OH 43147
52. Parcel No. 036-01797-00  
Drew Romig  
12865 Fox Run Ct South NW  
Pickerington, OH 43147
53. Parcel No. 036-01796-00  
Jean and Lee Parker  
12869 Fox Run Ct. North NW  
Pickerington, OH 43147
54. Parcel No. 036-01795-00  
Kara and Armando Gomez-Casillas  
12873 Fox Run Ct North NW  
Pickerington, OH 43147
55. Parcel No. 036-01794-00  
Ronnie and Judith Perry  
12877 Fox Run Ct North NW  
Pickerington, OH 43147
56. Parcel No. 036-09505-00  
7504 Harden Cir NW  
Donley Homes Inc.  
7600 Farmsbury Drive

Reynoldsburg, OH 43068

57. Parcel No. 036-09465-00  
Douglas & Jennifer Muszynski  
7705 Clifton Loop NW  
Pickerington, OH 43147
58. Parcel No. 036-09466-00  
Anita Spencer  
7697 Clifton Loop NW  
Pickerington, OH 43147
59. Parcel No. 036-09467-00  
Douglas & Martha Myers  
7689 Clifton Loop NW  
Pickerington, OH 43147
60. Parcel No. 036-09468-00  
Tyler Lape  
7681 Clifton Loop NW  
Pickerington, OH 43147
61. Parcel No. 036-09413-00  
Betty Carver  
7673 Clifton Loop  
Pickerington, OH 43147
62. Parcel No. 036-09502-00  
7504 Harden Cir NW  
Robert & Rogina Meyers  
7665 Clifton Loop  
Pickerington, OH 43147
63. Parcel No. 036-09469-00  
7625 Atwood Drive NW  
David Friedman  
5504 Roberts Drive  
Plano, TX 75093
64. Parcel No. 036-09461-00  
John & Clelia Festger  
7617 Atwood Drive NW  
Pickerington, OH 43147

65. Parcel No. 036-00920-40  
Ault Rd. NW  
Board of Fairfield County Commissioners, Fairfield Co., OH  
210 E. Main St., Rm. 301  
Lancaster, OH 43130
  
66. Parcel No. 036-00923-10  
Milnor Rd NW  
Board of Fairfield County Commissioners, Fairfield Co., OH  
210 E. Main St., Rm. 301  
Lancaster, OH 43130



**From:** [Noland, Mitch A](#)  
**To:** [Menningen, Rochelle M](#)  
**Cc:** [May, Kristopher Todd](#); [McCrary, Eric T](#)  
**Subject:** FW: Attached Image  
**Date:** Thursday, December 26, 2024 9:44:37 AM  
**Attachments:** [image007.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image001.png](#)

---

Rochelle,

Good morning Rochelle! Todd knows these DMD boundaries much better than I do.....Thanks Todd for looking at this closely to figure out the exact boundary of this DMD.

From looking back on the City of Pickerington Resolution (2024-27R), I believe they were in error by stating "19.63 Acres". The owners of these lots within this subdivision/DMD are charged DMD fees based on **27.72 Acres**. I'm not sure how the original filed annexation with incorrect acreages can be modified, but Todd has delineated below the correct acreage of the DMD. (Maybe the City of Pickerington came up with the acreage, but I do not believe they consulted us for determining that number?)

On another side note:

I have cc'ed Eric McCrary within this email as well. He typically is the Point of Contact (POC) for when any/all annexation type matters flow through the FCEO. I have included him within this email to keep him abreast of the information that is happening on this annexation into the City of Pickerington.

Items that he has been tracking:

1. DMD regulations and laws (previous conversations with Amy Brown-Thompson)
2. Existing Road mileage vs. future road mileage since roads will be taken out of the Township's allocation
3. Boundary areas along roadway Right-of-Ways that could potentially create maintenance issues and/or permitting issues
4. Future development discussions with developers in the City of Pickerington, but they want to access Township Controlled Roadways, hence, Traffic Impact Studies to evaluate future developments and/or permitting of storm water controls through township-controlled ROW's.
5. Other political subdivision boundary items at transition areas between the City of Pickerington vs. Violet Township.

Anyway, thanks for including us on the annexation stuff and keeping us abreast of what is going on with this annexation. When you break it down into its simplest form, we just need to understand "who's turf is who's"? And who is taking care of public infrastructure or required to oversee permitting authority.

Thanks again,  
Mitch Noland P.E., S.I.  
Deputy Engineer  
740-652-2373

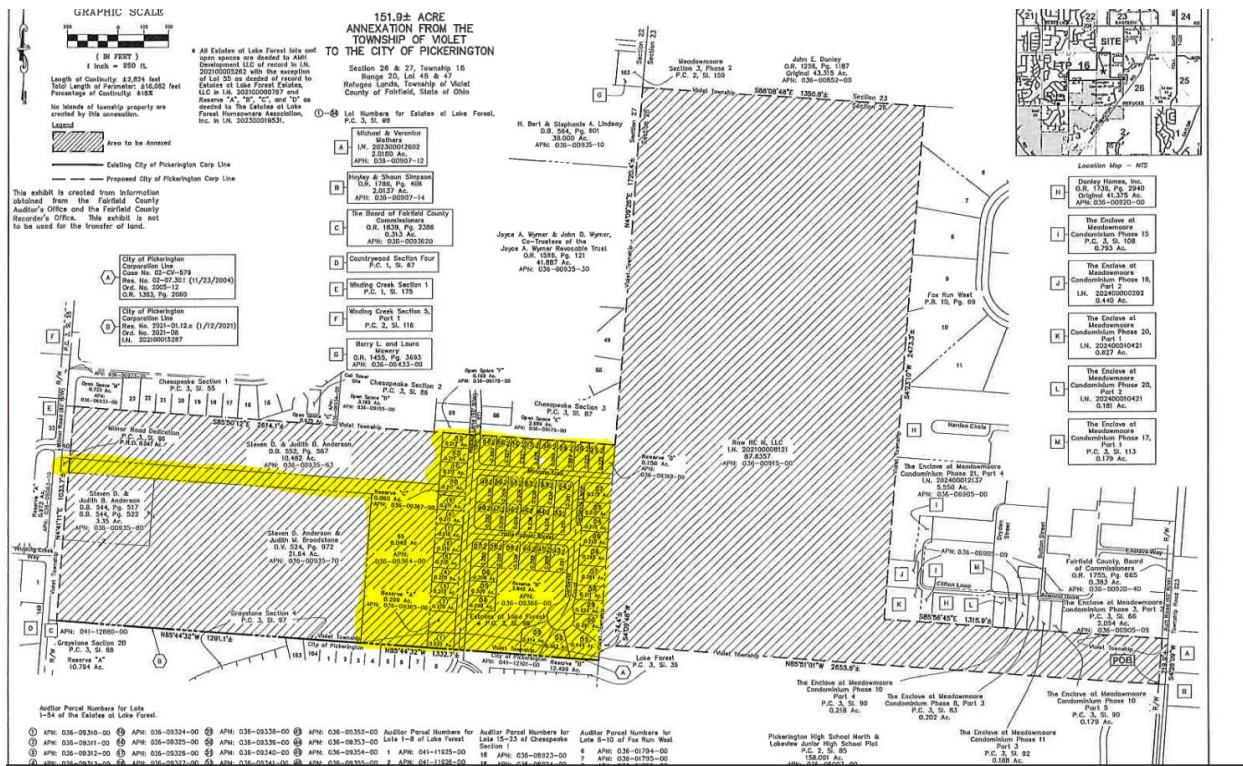
---

**From:** May, Kristopher Todd <todd.may@fairfieldcountyohio.gov>  
**Sent:** Thursday, December 26, 2024 7:22 AM  
**To:** Menningen, Rochelle M <rochelle.menningen@fairfieldcountyohio.gov>; Noland, Mitch A <mitch.noland@fairfieldcountyohio.gov>  
**Subject:** RE: Attached Image

Rochelle,

27.72 acres highlighted below is our DMD Estates at Lake Forest.





**Todd May**  
 Subdivision Engineer • Engineer's Office  
 3026 West Fair Ave. (740) 652-2384  
 (t) Lancaster, Ohio (740) 808-7475  
 (c) 43130 (740) 652-2300  
 (f) <https://www.co.fairfield.oh.us/Engineer>  
[todd.may@fairfieldcountyohio.gov](mailto:todd.may@fairfieldcountyohio.gov)

**From:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Sent:** Tuesday, December 24, 2024 11:36 AM  
**To:** Noland, Mitch A <[mitch.noland@fairfieldcountyohio.gov](mailto:mitch.noland@fairfieldcountyohio.gov)>; May, Kristopher Todd <[todd.may@fairfieldcountyohio.gov](mailto:todd.may@fairfieldcountyohio.gov)>  
**Subject:** FW: Attached Image

Todd and Mitch,

Would one of you please confirm by 1/3/25 that the 19+ acres on this annexation is indeed the Engineer's DMD in the Estates at Lake Forest.

Thanks,

**Rochelle Menningen**  
 Clerk to the Board of Commissioners  
 210 E Main St. 740-652-7893 (t) 614-406-5996 (c) 740-652-7090 (o)  
 Lancaster, OH 43130  
[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

**From:** May, Kristopher Todd <[todd.may@fairfieldcountyohio.gov](mailto:todd.may@fairfieldcountyohio.gov)>  
**Sent:** Thursday, December 19, 2024 12:12 PM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Subject:** Re: Attached Image

No worries Rochelle, I forgot to change my voicemail. I was just checking in on emails and wanted to at least respond since it's expedited.

I copied Mitch Noland on the email if you have further questions he can answer.

Get [Outlook for iOS](#)

**From:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Sent:** Thursday, December 19, 2024 11:59:17 AM  
**To:** May, Kristopher Todd <[todd.may@fairfieldcountyohio.gov](mailto:todd.may@fairfieldcountyohio.gov)>  
**Subject:** RE: Attached Image

Thanks Todd and my apologies, I was unaware you were out.

Rochelle Menningen  
Clerk to the Board of Commissioners

210 E Main St.  
Lancaster, OH  
43130

740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



rochelle.menningen@fairfieldcountyohio.gov

---

**From:** May, Kristopher Todd <[todd.may@fairfieldcountyohio.gov](mailto:todd.may@fairfieldcountyohio.gov)>  
**Sent:** Thursday, December 19, 2024 11:55 AM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>; Upp, Jeremiah David <[jeremiah.upp@fairfieldcountyohio.gov](mailto:jeremiah.upp@fairfieldcountyohio.gov)>; Noland, Mitch A <[mitch.noland@fairfieldcountyohio.gov](mailto:mitch.noland@fairfieldcountyohio.gov)>  
**Subject:** Re: Attached Image

I am out on bereavement leave until Monday, but this looks like the 19.6 acres that is our DMD in Estates of Lake Forest.

Get [Outlook for iOS](#)

---

**From:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Sent:** Wednesday, December 18, 2024 10:56 AM  
**To:** Upp, Jeremiah David <[jeremiah.upp@fairfieldcountyohio.gov](mailto:jeremiah.upp@fairfieldcountyohio.gov)>; May, Kristopher Todd <[todd.may@fairfieldcountyohio.gov](mailto:todd.may@fairfieldcountyohio.gov)>  
**Subject:** FW: Attached Image

Gentlemen,

I am working on the Expedited Type II Annexation of 151.9 acres from Violet Twp to the City of Pick. Section 2 of resolution 2024-27R from the City of Pickerington states that there is a 19.63-acre section of the proposed annexation that is inspected and maintained by the County Engineer's Office. Would you please look at the attached resolution and verify that this is correct.

Thank you,

Rochelle Menningen  
Clerk to the Board of Commissioners

210 E Main St.  
Lancaster, OH  
43130

740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



rochelle.menningen@fairfieldcountyohio.gov

---

**From:** [fcsmtpuser@fairfieldcountyohio.gov](mailto:fcsmtpuser@fairfieldcountyohio.gov) <[fcsmtpuser@fairfieldcountyohio.gov](mailto:fcsmtpuser@fairfieldcountyohio.gov)>  
**Sent:** Wednesday, December 18, 2024 10:16 AM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Subject:** Attached Image

**From:** [Liz Russell](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** Re: [E] Annexation  
**Date:** Wednesday, November 13, 2024 9:27:47 AM

---

Thank you for the clarification.

Liz


On Wed, Nov 13, 2024 at 9:26 AM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:


Liz,

We have several departments review such as the Engineer's Office and the Health Department. The comments supplied were from Real Estate and GIS. I am not stating that you must make these corrections. I am simply supplying items that could come into question.


Thanks,

Rochelle Menningen  
Clerk to the Board of Commissioners

 210 E Main St.  
Lancaster, OH  
43130

 740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



 [rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>  
**Sent:** Wednesday, November 13, 2024 9:22 AM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Subject:** Re: [E] Annexation

Rochelle

What Fairfield County Department reviewed the Petition and the exhibits?

We will work with the Developer to make these revisions and get a check submitted.

Thank you!

Liz

On Tue, Nov 12, 2024 at 5:01 PM Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:


Good afternoon


Fairfield County Real Estate just informed me of some errors/issues with the petition (151.9 acres Violet Twp to City of Pickerington). I have attached their notes so that you may review and make the changes you so choose before this is in front of the Commissioners. Also, the fee for filing a Type II Expedited Annexation in Fairfield County is \$250.00. Please submit this along with your changes, and the proof of notices, at your earliest convenience. Just as a point of clarification, the Fairfield County Commissioners' Office is also awaiting the municipal statement of services.

Please reach out with any questions.

Thank you,

Rochelle Menningen  
Clerk to the Board of Commissioners

 210 E Main St.  
Lancaster, OH  
43130

 740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



 [rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>

**Sent:** Monday, November 11, 2024 4:29 PM

**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>

**Cc:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>

**Subject:** Re: [E] Annexation

The FCC received a letter because they are a titled property owner of an adjacent property.

I will mail the Affidavit of Service to the FCC this week.

Thank you,

Liz

On Mon, Nov 11, 2024 at 2:03 PM Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

I believe GIS was looking for road maintenance agreements. If there are no additional agreements, I will simply let GIS know that.

Also, the Fairfield County Commissioners' Office received a letter from your office that was being sent to adjoining landowners, but no affidavit or statement that the letter was sent.

Thanks,

Rochelle

Get [Outlook for iOS](#)

---

**From:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>

**Sent:** Monday, November 11, 2024 9:21 AM

**To:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>

**Cc:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>

**Subject:** Re: [E] Annexation

Rochelle,

What type of agreements are you referring too? I just want to make sure I am answering your question.

Nathan

On Sun, Nov 10, 2024 at 8:14 PM Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)> wrote:

Rochelle

I'm sorry, I was not in the office Thursday and Friday.

I will check with the attorney, Nathan Painter, and get back to you.

Liz

On Thu, Nov 7, 2024 at 3:32 PM Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Liz,



I just received a question from our GIS department, and I want to ensure I am answering the question correctly. So my question to you is, where there be any additional agreements submitted for this annexation besides the Municipal Statement of Services?

Thanks,

Rochelle Menningen  
Clerk to the Board of Commissioners



210 E Main St.  
Lancaster, OH  
43130



740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



rochelle.menningen@fairfieldcountyohio.gov

---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>

**Sent:** Wednesday, November 6, 2024 8:41 AM

**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>

**Subject:** Re: [E] Annexation

Rochelle

Can you send me a date stamped copy of the filed Annexation Petition as the HR secretary would not do that yesterday.

Thank you!

On Wed, Nov 6, 2024 at 7:10 AM Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Liz, just wanted to verify that I recieved the annexation yeaterday.



**From:** [Liz Russell](#)  
**To:** [Menningen, Rochelle M](#)  
**Cc:** [Nathan Painter](#)  
**Subject:** [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington  
**Date:** Monday, November 18, 2024 11:14:31 AM  
**Attachments:** [HARMONY - rev 11.18.2024 Annex Petition.pdf](#)

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rochelle

Attached is the revised Annexation Petition with the signature of the additional noted and the revised adjacent property owners.

The client's surveyor is working on making changes noted last week, and we hope to get that to you as soon as possible.

Please let us know if you have any questions. We are mailing the check for \$250.00 to you today as well.

Thank you.

--

Sincerely,

Lizabeth A. Russell-Pickard  
Paralegal  
Painter and Associates  
5029 Cemetery Road  
Hilliard, OH 43026  
(614) 319-3306  
[liz@painterandassociates.com](mailto:liz@painterandassociates.com)



**From:** [Liz Russell](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** Re: [E] Annexation Petition - 151.9 ac from Violet Twp to City of Pickerington  
**Date:** Tuesday, November 26, 2024 10:02:34 AM

---

Thank you!

Liz

On Tue, Nov 26, 2024 at 9:58 AM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Hi Liz,

The Fairfield County Board of Commissioners received the revised petition on 11/18/24 and the petition was read into the journal on 11/19/24. Per ORC 709.023 (D), the municipality or township have 25 days to object from date of filing, if there is no objection, the code states that consent is presumed. Twenty-five days from 11/19/24 would be 12/14/24.


The municipal statement of services has been received from the City of Pickerington. If an objection is received from the township, the Board of Commissioners will hold a special meeting to consider the annexation (ORC 709.023 (E)), since their last meeting of 2024 is scheduled for 12/10/2024. I would likely schedule that special meeting for 12/19/2024.


However, if there is no objection, the Board of Commissioners will approve the petition at their next regularly scheduled meeting, from the date of presumed consent, which would be 1/7/2025. If a resolution of consent is received from Violet Township prior to 12/10/2024, the Commissioners will consider the annexation at that meeting.

If you have any additional questions, please do not hesitate to reach out.


Thanks,

Rochelle Menningen  
Clerk to the Board of Commissioners

 210 E Main St.  
Lancaster, OH  
43130

 740-652-7893 (t)  
614-406-5996 (c)  
740-652-7090 (o)



 [rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>

**Sent:** Tuesday, November 26, 2024 9:27 AM

**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>

**Subject:** [E] Annexation Petition - 151.9 ac from Violet Twp to City of Pickerington

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rochelle

Do you know when this Annexation Petition is scheduled to be heard by the BOC?

Thank you.

--

Sincerely,

Lizabeth A. Russell-Pickard

Paralegal

Painter and Associates

5029 Cemetery Road

Hilliard, OH 43026

(614) 319-3306

[liz@painterandassociates.com](mailto:liz@painterandassociates.com)



--

Sincerely,

Lizabeth A. Russell-Pickard  
Paralegal  
Painter and Associates  
5029 Cemetery Road  
Hilliard, OH 43026  
(614) 319-3306  
[liz@painterandassociates.com](mailto:liz@painterandassociates.com)



**From:** [Liz Russell](#)  
**To:** [Menningen, Rochelle M](#)  
**Cc:** [Nathan Painter](#)  
**Subject:** Re: [E] Annexation - Violet Twp to City of Pickerington, 151.9 acres  
**Date:** Monday, December 9, 2024 8:41:02 AM

---

Thank you!

On Sun, Dec 8, 2024 at 7:31 PM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

No, I have not.

Get [Outlook for iOS](#)

---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>  
**Sent:** Sunday, December 8, 2024 6:14:12 PM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Cc:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>  
**Subject:** [E] Annexation - Violet Twp to City of Pickerington, 151.9 acres

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rochelle

Did you receive a Consent from Violet Twp on this annexation?

Thank you!

--

Sincerely,

Lizabeth A. Russell-Pickard  
Paralegal  
Painter and Associates  
5029 Cemetery Road  
Hilliard, OH 43026  
(614) 319-3306  
[liz@painterandassociates.com](mailto:liz@painterandassociates.com)

--

Sincerely,

Lizabeth A. Russell-Pickard

Paralegal  
Painter and Associates  
5029 Cemetery Road  
Hilliard, OH 43026  
(614) 319-3306  
[liz@painterandassociates.com](mailto:liz@painterandassociates.com)



**From:** [Nathan Painter](#)  
**To:** [Menningen, Rochelle M](#)  
**Cc:** [Liz Russell](#)  
**Subject:** Re: [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington  
**Date:** Wednesday, December 18, 2024 11:44:34 AM

---

Rochelle

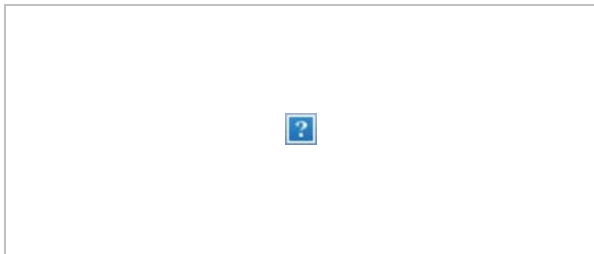
What time will the Commissioner's meeting start? And do I need to be there or appear by zoom?

Nathan

On Wed, Dec 18, 2024 at 11:43 AM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Yes, it is.

Thanks,



---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>  
**Sent:** Wednesday, December 18, 2024 11:41 AM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Cc:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>  
**Subject:** Re: [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington

Rochelle

Is this still scheduled to be heard by the BOC on 1/7/2025?

Thank you!



On Wed, Dec 18, 2024 at 11:27 AM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Good morning,

Will you be submitting any additional changes/corrections to the Expedited Type II Annexation of 151.9 +/- acres from Violet Twp to the City of Pickerington?

Thank you,



---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>

**Sent:** Monday, November 18, 2024 11:13 AM

**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>

**Cc:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>

**Subject:** [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rochelle

Attached is the revised Annexation Petition with the signature of the additional noted and the revised adjacent

property owners.

The client's surveyor is working on making changes noted last week, and we hope to get that to you as soon as possible.

Please let us know if you have any questions. We are mailing the check for \$250.00 to you today as well.

Thank you.

--

Sincerely,

Lizabeth A. Russell-Pickard

Paralegal

Painter and Associates

5029 Cemetery Road

Hilliard, OH 43026

(614) 319-3306

[liz@painterandassociates.com](mailto:liz@painterandassociates.com)

--

Sincerely,

Lizabeth A. Russell-Pickard

Paralegal

Painter and Associates

5029 Cemetery Road

Hilliard, OH 43026

(614) 319-3306

[liz@painterandassociates.com](mailto:liz@painterandassociates.com)

--

Nathan Painter

**PLEASE NOTE OUR NEW ADDRESS BELOW**

Painter & Associates

**5029 Cemetery Road**

**Hilliard, OH 43026**

[www.painterandassociates.com](http://www.painterandassociates.com)

[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)

See Our Facebook Page

Google +

AVVO Ranking

[614.319.3306](http://614.319.3306)

From the law offices of Painter & Associates, LLC. IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.



**From:** [Nathan Painter](#)  
**To:** [Menningen, Rochelle M](#)  
**Cc:** [Liz Russell](#)  
**Subject:** Re: [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington  
**Date:** Wednesday, December 18, 2024 11:29:16 AM

---

I do not believe so.

Nathan

On Wed, Dec 18, 2024 at 11:27 AM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Good morning,

Will you be submitting any additional changes/corrections to the Expedited Type II Annexation of 151.9 +/- acres from Violet Twp to the City of Pickerington?

Thank you,



---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>  
**Sent:** Monday, November 18, 2024 11:13 AM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Cc:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>  
**Subject:** [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rochelle

Attached is the revised Annexation Petition with the signature of the additional noted and the revised adjacent property owners.

The client's surveyor is working on making changes noted last week, and we hope to get that to you as soon as possible.

Please let us know if you have any questions. We are mailing the check for \$250.00 to you today as well.

Thank you.

--

Sincerely,

Lizabeth A. Russell-Pickard

Paralegal

Painter and Associates

5029 Cemetery Road

Hilliard, OH 43026

(614) 319-3306

[liz@painterandassociates.com](mailto:liz@painterandassociates.com)



--

Nathan Painter

## **PLEASE NOTE OUR NEW ADDRESS BELOW**

Painter & Associates

**5029 Cemetery Road  
Hilliard, OH 43026**

[www.painterandassociates.com](http://www.painterandassociates.com)

[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)

See Our Facebook Page

Google +

AVVO Ranking

[614.319.3306](tel:614.319.3306)

From the law offices of Painter & Associates, LLC. IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.



**From:** [Nathan Painter](#)  
**To:** [Menningen, Rochelle M](#)  
**Cc:** [Liz Russell](#)  
**Subject:** Re: [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington  
**Date:** Wednesday, December 18, 2024 11:29:16 AM

---

I do not believe so.

Nathan

On Wed, Dec 18, 2024 at 11:27 AM Menningen, Rochelle M  
<[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)> wrote:

Good morning,

Will you be submitting any additional changes/corrections to the Expedited Type II Annexation of 151.9 +/- acres from Violet Twp to the City of Pickerington?

Thank you,



---

**From:** Liz Russell <[liz@painterandassociates.com](mailto:liz@painterandassociates.com)>  
**Sent:** Monday, November 18, 2024 11:13 AM  
**To:** Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Cc:** Nathan Painter <[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)>  
**Subject:** [E] Type 2 Annexation - 151.9 acres from Violet Twp to City of Pickerington

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rochelle

Attached is the revised Annexation Petition with the signature of the additional noted and the revised adjacent property owners.

The client's surveyor is working on making changes noted last week, and we hope to get that to you as soon as possible.

Please let us know if you have any questions. We are mailing the check for \$250.00 to you today as well.

Thank you.

--

Sincerely,

Lizabeth A. Russell-Pickard

Paralegal

Painter and Associates

5029 Cemetery Road

Hilliard, OH 43026

(614) 319-3306

[liz@painterandassociates.com](mailto:liz@painterandassociates.com)

--

Nathan Painter

## **PLEASE NOTE OUR NEW ADDRESS BELOW**

Painter & Associates

**5029 Cemetery Road  
Hilliard, OH 43026**

[www.painterandassociates.com](http://www.painterandassociates.com)

[nathan@painterandassociates.com](mailto:nathan@painterandassociates.com)

See Our Facebook Page

Google +

AVVO Ranking

[614.319.3306](tel:614.319.3306)

From the law offices of Painter & Associates, LLC. IRS CIRCULAR 230 DISCLOSURE: In order to ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and it cannot be used, by any taxpayer for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing, or recommending to another person, any transaction or other matter addressed herein.

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

Signature Page

Resolution No. 2025-01.07.f

A Resolution to Approve the Expedited Type II Annexation of 151.9 +/- Acres from Violet Township to the City of Pickerington, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Nathan Painter

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



**A Resolution Amending Resolution 2024-12.10.c**

**WHEREAS**, Meals on Wheels Older Adult Alternatives of Fairfield County (The Senior Hub), is the recipient of monies collected pursuant to the Older Adult Services Levy, passed by the voters of Fairfield County on November 4, 2008; renewed on November 7, 2013, renewed and increased November 6, 2018, and renewed and increased November 7, 2023; and

**WHEREAS**, pursuant to resolution 2019-09.03.a, the Fairfield County Board of Commissioners and Meals on Wheels Older Adult Alternatives of Fairfield County (The Senior Hub)/Meals on Wheels Grant Review Committee, entered a contract delineating duties, obligations, and responsibilities the parties have regarding monies collected pursuant to the Older Adult Service Levy; and

**WHEREAS**, resolution 2024-12.10.c approved the Meals on Wheels Grant Review Committee's recommendations for 2025; and

**WHEREAS**, the Violet Township Community Medic Grocery Delivery program was selected by the 2025 Meals on Wheels Grant Review Committee as a grant recipient; and

**WHEREAS**, the name of the fiscal agent for the Violet Township Community Medic Grocery Delivery program is the Pickerington Area Resource Coalition.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1.** That the Fairfield County Board of Commissioners hereby approves amending resolution 2024-12.10.c to correct the name of the grant recipient of a Meals on Wheels-Older Adult Alternatives of Fairfield County grant of \$15,000 from the Violet Township Community Medic Program to the Pickerington Area Resource Coalition.

**SECTION 2.** That the Fairfield County Board of Commissioners' Fiscal Clerk shall cause payment of this grant to be made directly to the applicants from funds available in the Older Adult Services Levy fund, with such payments occurring in January 2025.



November 22, 2024

Dear Aunie,

I am writing on behalf of our Board of Trustees regarding the allocation of community grant funding to organizations that serve seniors within our County. The grant cycle officially ended on September 30, 2024.

The Grant Review Committee met on November 14 to discuss the allocation of \$240,000 in grant funding. The Committee received funding requests from eight senior clubs and eight community-based organizations this year. With fully funding all requests, there was a balance of \$33,525 to distribute. The Committee discussed the best use of the additional funds and decided to allocate an additional \$14,525 to support transportation services to older adults through the Fairfield Public Transit leaving a balance of \$15,000 unappropriated.

The Committee discussed unmet needs in the County and identified food insecurity among older adults as a high priority need to address. With that said, the Violet Township's Community Medic Program needs funding to continue a grocery delivery service for older adults in the Violet Twp area. This program did not apply for grant funding through The Senior Hub. The Grant Committee would like permission to make an exception to the grant process and extend funding to this program.

The Grant Committee would like permission to extend \$15,000 in funding to the Violet Township Community Medic Program for the purpose of providing grocery delivery to older adults identified by the community medic as food insecure in the Violet Twp area. The committee requests that the Pickerington Area Resource Coalition (PARC) as the fiscal agent for this grant.

The Committee respectfully requests your approval of this suggestion for utilizing the community outreach grants in support of the Violet Township Community Medic Grocery Delivery Program and thereby, extending a grant to a worthy organization outside of the grant cycle timeline.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Anna Tobin".

Anna Tobin  
Executive Director  
The Senior Hub-Meals on Wheels Fairfield County

The Senior Hub-Meals on Wheels Fairfield County, Inc.  
1515 Cedar Hill Road  
Lancaster, Ohio 43130  
740-681-5050

**A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy**

**WHEREAS,** Meals on Wheels Older Adult Alternatives of Fairfield County (The Senior Hub), is the recipient of monies collected pursuant to the Older Adult Services Levy, passed by the voters of Fairfield County on November 4, 2008; renewed on November 7, 2013, renewed and increased November 6, 2018, and renewed and increased November 7, 2023; and

**WHEREAS,** pursuant to resolution 2019-09.03.a, the Fairfield County Board of Commissioners and Meals on Wheels – Older Adult Alternatives of Fairfield County, entered into a contract delineating duties, obligations, and responsibilities the parties have regarding monies collected pursuant to the Older Adult Service Levy; and

**WHEREAS,** pursuant to said contract, various agencies and senior citizen organizations have applied through the Meals on Wheels Board of Trustees for grant funding; and

**WHEREAS,** the Meals on Wheels Board of Trustees has considered and voted on the applications and forwarded to the Board of Commissioners copies of the successful grant applications and the criteria scoring summary form on November 21, 2024; and

**WHEREAS,** the Fairfield County Board of Commissioners have considered in a separate resolution the Meals on Wheels Grant Review Committee's recommendation of fully funding the requests of all eight senior clubs and all eight community-based organizations, and allocating an additional \$14,525.00 above the amount requested by and to Fairfield County Transit; and

**WHEREAS,** on November 22, 2024, Anna Tobin, on behalf of the Meals on Wheels Board of Trustees, submitted a request for an additional grant recipient outside of the grant cycle which officially ended on September 30, 2024; and

**WHEREAS,** the Meals on Wheels Grant Review Committee is requesting to fund the Violet Township Community Medic Program, which delivers groceries to older adults in Violet Township that have been identified as food insecure, with the remaining funding of \$15,000.00; and

**A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy**

**WHEREAS**, the Board of Commissioners has reviewed the recommendation; and

**WHEREAS**, the projected proposed budget for 2025 accommodates the additional grant approval.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1.** That the Fairfield County Board of Commissioners hereby approves the following grant pursuant to the recommendation and approval of the Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., and its Board of Trustees:

Violet Township Community Medic Program	\$15,000.00
---	-------------

**SECTION 2.** That the Fairfield County Board of Commissioners' Fiscal Clerk shall cause payment of this grant to be made directly to the applicants from funds available in the Older Adult Services Levy fund, with such payments occurring in January 2025.

Prepared by: Rochelle Menningen



November 22, 2024

Dear Aunie,

I am writing on behalf of our Board of Trustees regarding the allocation of community grant funding to organizations that serve seniors within our County. The grant cycle officially ended on September 30, 2024.

The Grant Review Committee met on November 14 to discuss the allocation of \$240,000 in grant funding. The Committee received funding requests from eight senior clubs and eight community-based organizations this year. With fully funding all requests, there was a balance of \$33,525 to distribute. The Committee discussed the best use of the additional funds and decided to allocate an additional \$14,525 to support transportation services to older adults through the Fairfield Public Transit leaving a balance of \$15,000 unappropriated.

The Committee discussed unmet needs in the County and identified food insecurity among older adults as a high priority need to address. With that said, the Violet Township's Community Medic Program needs funding to continue a grocery delivery service for older adults in the Violet Twp area. This program did not apply for grant funding through The Senior Hub. The Grant Committee would like permission to make an exception to the grant process and extend funding to this program.

The Grant Committee would like permission to extend \$15,000 in funding to the Violet Township Community Medic Program for the purpose of providing grocery delivery to older adults identified by the community medic as food insecure in the Violet Twp area. The committee suggests the Pickerington Area Resource Coalition (PARC) as the fiscal agent for this grant.

The Committee respectfully requests your approval of this suggestion for utilizing the community outreach grants in support of the Violet Township Community Medic Grocery Delivery Program and thereby, extending a grant to a worthy organization outside of the grant cycle timeline.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Anna Tobin'.

Anna Tobin

Executive Director

The Senior Hub-Meals on Wheels Fairfield County

The Senior Hub-Meals on Wheels Fairfield County, Inc.  
1515 Cedar Hill Road  
Lancaster, Ohio 43130  
740-681-5050

**2025 GRANTS SUMMARY**

**Exhibity #7**

Senior Club/Group Name	2024	2025	Members				35.00 per active member	Amount Requested on Proposal
	Approved Grant	Approved Grant	2024 Active Confirmed	2025 Active Confirmed	Committee Approved	Full Board Approved		
Amanda	\$200	\$245	8	7	\$245	\$245	\$245	
Baltimore	\$150	\$350	6	10	\$350	\$350	\$350	
Bremen	\$650	\$840	26	24	\$840	\$840	\$840	
Canal Winchester Seniors	\$325	\$1,295	42	37	\$1,295	\$1,295	\$1,295	
Fairfield Beach	\$700	\$1,050	28	30	\$1,050	\$1,050	\$1,050	
Millersport	\$600	\$945	24	27	\$945	\$945	\$945	
Pleasantville	\$850	\$1,015	34	29	\$1,015	\$1,015	\$1,015	
Rushville	\$675	\$875	27	25	\$875	\$875	\$875	
<b>TOTAL</b>	\$4,150	\$6,615	195	189	\$6,615	\$6,615	\$6,615	\$0
<b>OTHER GRANTS</b>					Committee Approved	Full Board Approved		Requested by Grantee
C.O.A.A.	\$10,000	\$10,000			\$10,000	\$10,000		\$10,000
Guardianship Service Board of Fairfield County	\$64,000	\$86,600			\$86,600	\$86,600		\$86,600
Information & Referral	\$15,000	\$15,000			\$15,000	\$15,000		\$15,000
Lancaster-Fairfield Community Action	\$10,000	\$10,000			\$10,000	\$10,000		\$10,000
Olivedale Senior Citizens	\$3,900	\$8,000			\$8,000	\$8,000		\$4,000
Fairfield County Public Transit	\$56,250	\$80,785			\$80,785	\$80,785		\$66,260
Pickerington Senior Center	\$1,200	\$3,000			\$3,000	\$3,000		\$12,000
Salvation Army	\$2,000	\$0			\$0	\$0		\$0
United Way of Fairfield County	\$3,500	\$5,000			\$5,000	\$5,000		\$5,000
<b>OTHER TOTAL</b>	\$165,850	\$218,385			\$218,385	\$218,385		\$208,860
New Grantee Pickerington Area Resource Coalition		\$15,000			15000	15000		
<b>GRAND TOTAL</b>	\$170,000	\$240,000			\$240,000	\$240,000		\$208,860

**TOTAL REQUESTED**

\$14,525

**\$208,860 TOTAL REQUESTED**

**COLOR CODES:**

**BLUE** - Dollar amount requested on Grant Proposal

**RED** - Suggested &/or calculation-based Grant Awards

**Purple**-Approved by the Full Board

2025 Grant Funds Budgeted:	\$240,000
Approved Total	



Signature Page

Resolution No. 2024-12.10.c

A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



DATE: December 18, 2024  
TO: The Fairfield County Commissioners  
RE: Levy Grant Request for 2025  
FROM: Pickerington Area Resource Coalition.  
PURPOSE: To purchase groceries for older adults referred by Violet Township Community Medic.

**AMOUNT APPROVED: \$15,000.00**

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$15,000.00 to be allocated to Pickerington Area Resource Coalition for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in blue ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

**Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.**

1515 Cedar Hill Road  
Lancaster, OH 43130  
740-681-5050

**Community Grant Proposal Coversheet**

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

**Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.**

Please follow the guidelines on the next page on completing the grant application.

**I. General Information**

Organization Name	Federal I.D. #	
Pickerington Area Resource Coalition (PARC)	82-4708728	
Address 8700 Refugee Rd Pickerington, OH 43147	Chief Executive Officer J.D. Postage	
	Project Director Dan Murphy	
Project Address Same as above	Phone Number	Fax Number
	614-778-5561	614-837-1975
Project Director's Email Address		

**II. Service Project Information**

Amount Requested \$15,120	Time Period of Service Project
	From 1/1/2025 To 12/31/2025

Brief Summary of Service(s) that will be provided if request is approved.

PARC is going to partner with the Violet Township Fire Department Community Paramedic Program. The Community Paramedic Program started in October of 2016 and completed 1695 home visits last year. The Community Paramedic Program provides free home visits with the goal of helping our older adults to age in place safely. The Community Paramedics will identify elderly residents over the age of 60 who are in need of assistance with obtaining hygiene programs and/or healthy food options. Food pantries may provide food to those in need, but may not be able to offer health options like low sodium or low carb diets



**III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)**  
(Attach a separate list if more convenient for you.)

See Attached Sheet

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please Explain what data was used to determine the need for this service/program.
3. The names and qualifications of the people who will supervise these services.
4. Definition of the program's unit-of-service. How you plan to implement these services, and your timetable.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program, please note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.


A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to The Senior Hub-Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30.  
(Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature:  Print name: JD Postage  
Title: President of PARC Date: 12/18/24

*This form must be signed by the chief executive officer.*

Signature Page

Resolution No. 2025-01.07.g

A Resolution Amending Resolution 2024-12.10.c

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



2025-01.07.h

**A resolution to approve to rescind resolution 2024-12.10.n, a resolution to approve a contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners.**

**WHEREAS**, resolution 2024-12.10.n, to approve a contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners, was approved on December 10, 2024; and

**WHEREAS**, additional changes to the contract may be needed; and

**WHEREAS**, Fairfield County Facilities has requested that the resolution be rescinded to allow for these changes.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of County Commissioners approves to rescind resolution 2024-12.10.n.

Prepared by: Bennett Niceswanger  
cc: Fairfield County Facilities

**A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners**

**WHEREAS**, the Fairfield County Commissioners desire to develop a Shared Use Conference and Training Center in the County that can be alleviated by renovating the existing property located at 1550 Sheridan Drive, Lancaster, Ohio, and

**WHEREAS**, a Request for Qualifications was issued for design services and Statements of Qualifications were received from interested firms on October 14th, 2024, and Steed Hammond Paul, Inc. dba SHP Architects was the selected firm by the County, and

**WHEREAS**, there is a need for outside consulting services from an Architect to advise the County on design options, code related requirements for the change of occupancy, cost estimating, and other critical design issues, and

**WHEREAS**, the agreement with SHP Architects for the facility assessment, conceptual design, bidding and project Management as attached, has been approved to form by the County Prosecutor, and

**WHEREAS**, a purchase order encumbering the funds for the services has been acquired, and

**WHEREAS**, the contract is proposed in accordance with ORC 307.86

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Board of County Commissioners approves the attached contract and authorizes its Board President to sign the contract.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to SHP Architects, Inc.

Prosecutor's Approval Page

Resolution No.

A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 12/2/2024 10:59:51 AM by Rochelle Menningen,



Rochelle Menningen  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2024-12.10.n

A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.h

A resolution to approve to rescind resolution 2024-12.10.n, a resolution to approve a contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to appropriate from unappropriated funds in a major expense object category for the State Grant Energy Fund# 3904**

**WHEREAS**, additional appropriations are necessary for obligations for 2025; and

**WHEREAS**, appropriations from unappropriated funds will allow the budget to increase in the major category expense for capital outlay for org# 12390400.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

Section 1. That the Fairfield County Auditor appropriate from unappropriated funds in the major expense category of capital outlay for org# 12390400 within fund# 3904.

\$ 23,728            12390400 capital outlay

---



**A resolution to appropriate from unappropriated funds in a major expense object category for the State Grant Energy Fund# 3904**

***For Auditor's Office Use Only:***

*Section 1.*

\$23,728                      12390400 570000                      *capital outlay*

Signature Page

Resolution No. 2025-01.07.i

A resolution to appropriate from unappropriated funds in a major expense object category for the State Grant Energy Fund# 3904

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.**

**WHEREAS**, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, Fairfield County Parks Fund# 7308, & Port Authority Fund # 7865 are all entitled to collect interest on the balance of their fund; and

**WHEREAS**, the Treasurer’s Office has balanced interest on all funds for the month of November 2024.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

Section 1: That the Fairfield County Auditor reflect the following memo receipts:

72730800 436100	Parks Interest Income	\$	203.65
71701247 436100	WIC Interest Income	\$	206.14
71732153 436100	Bioterrorism Interest Income	\$	246.83
81786520 436100	Port Authority Interest Income	\$	0.34
	Total - Agency Funds	\$	656.96

These amounts represent monies owed to the WIC grant, Bioterrorism grant funds, Fairfield County Parks fund, & Port Authority Fund for interest collected and deposited into the General Fund as denoted above.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the WIC grant, Bioterrorism grant fund, Fairfield County Parks fund, & Port Authority Fund for interest.

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 656.96

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

# *James N Bahnsen*

210 East Main Street

December 11, 2024

Staci Knisley  
Fairfield County Commissioners' Office  
210 E. Main Street  
Lancaster, OH 43130

Dear Staci,

The enclosed forms are interest allocation calculations for the Clean Ohio Agricultural Easement Program Fund, the CDBG Rehab Mortgage Refunds Fund, the the CDBG Project Income Fund, the Smith Escrow Trust Clean Ohio Agricultural Easement Fund, the RLF/CDBG Fund, and the RLF/D Fund.

---

24-Nov

---

2591 CDBG Rehab Mortgage Refunds	\$75.00
2675 CDBG Project Income	\$3.72
7113 Prepayment Fund	\$3,003.96
2716 RLF/CDBG Fund	\$119.28
2717 RLF/D Fund	\$630.56
2718 EDA RLF Cares Act 2020	\$432.66
2861 Cyber Security Measures Impl Fund	\$3.20
7308 Fairfield County Historical Parks	\$203.65
7012 WIC Grant	\$206.14
7321 Bioterrorism Grant	\$246.83
5376 Self Fund Health Care	\$6,711.16
7865 Fairfield Port Authority (Econ Dev)	\$0.34

**Total** **\$11,636.50**

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

abk  
enclosures

NOV 24

WIC

Fund Number:	7012
Beginning Balance:	\$186,600.31
End of Month Balance:	145,718.71
Average of Beginning and Ending Balance(A):	\$166,159.51
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.000603845
Amount to be Allocated to Fund:	\$206.14

NOV 24

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$277.74
End of Month Balance:	\$277.74
Average of Beginning and Ending Balance(A):	\$277.74
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	1.00934E-06
Amount to be Allocated to Fund:	\$0.34



NOV 24  
2861 CYBER SECURITY MEASURES IMPL FUND

Fund Number:	2861
Beginning Balance:	\$2,576.65
End of Month Balance:	\$2,580.12
Average of Beginning and Ending Balance(A):	\$2,578.39
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	9.37018E-06
Amount to be Allocated to Fund:	\$3.20

NOV 24

**CDBG REHAB MORTGAGE REFUNDS**

Fund Number:	2591
Beginning Balance:	\$60,401.94
End of Month Balance:	60,506.83
Average of Beginning and Ending Balance(A):	\$60,454.39
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.000219699
Amount to be Allocated to Fund:	\$75.00

NOV 24

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,995.51
End of Month Balance:	\$3,000.71
Average of Beginning and Ending Balance(A):	\$2,998.11
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	1.08955E-05
Amount to be Allocated to Fund:	\$3.72

NOV 24

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$1,948,235.47
End of Month Balance:	\$2,894,521.68
Average of Beginning and Ending Balance(A):	\$2,421,378.58
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.008799601
Amount to be Allocated to Fund:	\$3,003.96

NOV 24

RLF/CDBG FUND

Fund Number: 2716  
Beginning Balance: \$95,313.53  
End of Month Balance: \$96,974.75  
Average of Beginning and Ending Balance(A): \$96,144.14

All County Funds Beginning Balance: 276,704,711.11  
All County Funds Ending Balance: 273,633,544.06  
Average of Beginning and Ending Balance, All County Funds(B): \$275,169,127.59

Total Investment Income for the Month: \$341,374.67

(A) as a percent of (B): 0.0003494

Amount to be Allocated to Fund: \$119.28

NOV 24

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$506,489.81
End of Month Balance:	\$510,046.46
Average of Beginning and Ending Balance(A):	\$508,268.14
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.001847112
Amount to be Allocated to Fund:	\$630.56



NOV 24

2718-EDA RLF CARES ACT 2020

Fund Number:	2718
Beginning Balance:	\$343,311.58
End of Month Balance:	354,186.58
Average of Beginning and Ending Balance(A):	\$348,749.08
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.001267399
Amount to be Allocated to Fund:	\$432.66

NOV 24

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$167,810.92
End of Month Balance:	\$160,496.26
Average of Beginning and Ending Balance(A):	\$164,153.59
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,157.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.000596555
Amount to be Allocated to Fund:	\$203.65

NOV 24

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$206,265.17
End of Month Balance:	191,658.33
Average of Beginning and Ending Balance(A):	\$198,961.75
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.000723053
Amount to be Allocated to Fund:	\$246.83

NOV 24

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,223,309.06
End of Month Balance:	5,595,906.65
Average of Beginning and Ending Balance(A):	\$5,409,607.86
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average, of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.019659211
Amount to be Allocated to Fund:	\$6,711.16

***James N Bahnsen***

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740 ) 652-7140

December 11, 2024

Staci Knisley  
Fairfield County Commissioners' Office  
210 E. Main St.  
Lancaster, OH 43110

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for November 2024.

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

ABK  
Enclosures

NOV 24

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,195.43
End of Month Balance:	12,216.61
Average of Beginning and Ending Balance(A):	\$12,206.02
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	4.43582E-05
Amount to be Allocated to Fund:	\$15.14



NOV 24

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$281,876.95
End of Month Balance:	282,366.44
Average of Beginning and Ending Balance(A):	\$282,121.70

All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59

Total Investment Income for the Month:	\$341,374.67
--	--------------

(A) as a percent of (B):	0.001025267
--------------------------	-------------

Amount to be Allocated to Fund:	\$350.00
---------------------------------	----------

NOV 24

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$88,791.42
End of Month Balance:	88,945.61
Average of Beginning and Ending Balance(A):	\$88,868.52
All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59
Total Investment Income for the Month:	\$341,374.67
(A) as a percent of (B):	0.00032296
Amount to be Allocated to Fund:	\$110.25

NOV 24

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$416,521.05
End of Month Balance:	417,245.15
Average of Beginning and Ending Balance(A):	\$416,883.10

All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59

Total Investment Income for the Month:	\$341,374.67
--	--------------

(A) as a percent of (B):	0.001515007
--------------------------	-------------

Amount to be Allocated to Fund:	\$517.18
---------------------------------	----------

NOV 24.

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,374.73
End of Month Balance:	1,377.12
Average of Beginning and Ending Balance(A):	\$1,375.93

All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59

Total Investment Income for the Month:	\$341,374.67
--	--------------

(A) as a percent of (B):	5.00029E-06
--------------------------	-------------

Amount to be Allocated to Fund:	\$1.71
---------------------------------	--------

NOV 24

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$279,719.16
End of Month Balance:	280,204.90
Average of Beginning and Ending Balance(A):	\$279,962.03

All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59

Total Investment Income for the Month:	\$341,374.67
--	--------------

(A) as a percent of (B):	0.001017418
--------------------------	-------------

Amount to be Allocated to Fund:	\$347.32
---------------------------------	----------

NOV 24

TUSSING RD WTF IMP

Fund Number: 5534  
Beginning Balance: \$230,788.09  
End of Month Balance: 231,188.06  
Average of Beginning and Ending Balance(A): \$230,988.08

All County Funds Beginning Balance: 276,704,711.11  
All County Funds Ending Balance: 273,633,544.06  
Average of Beginning and Ending Balance, All County Funds(B): \$275,169,127.59

Total Investment Income for the Month: \$341,374.67

(A) as a percent of (B): 0.00083944

Amount to be Allocated to Fund: \$286.56

NOV 24

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$63,903.94
End of Month Balance:	64,011.01
Average of Beginning and Ending Balance(A):	\$63,957.48

All County Funds Beginning Balance:	276,704,711.11
All County Funds Ending Balance:	273,633,544.06
Average of Beginning and Ending Balance, All County Funds(B):	\$275,169,127.59

Total Investment Income for the Month:	\$341,374.67
--	--------------

(A) as a percent of (B):	0.00023243
--------------------------	------------

Amount to be Allocated to Fund:	\$79.35
---------------------------------	---------



Nov-24

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
15.14	5461	Liberty Township Sewer	12546134	436100
350.00	5469	BR - Sewer VP Utility 99	12546933	436100
110.25	5533	Liberty Township Sewer Project	12553333	436100
517.18	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
1.71	5555	BR - Sewer consolidation Bond 03	12555533	436100
347.32	5470	BR - Water VP Utility 99	12547026	436100
286.56	5534	Tussing Rd. WTF Improvement	12553426	436100
79.35	5556	BR - Water Consolidation BD 2003	12555626	436100

**Total Journal Entry      \$1,707.51**

# DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **November 27, 2024**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

		TREASURY	DEPOSITORY	TOTAL
<b>Balance at Close of Business: November 26, 2024</b>				
		94,275.13	274,278,296.54	274,372,571.67
Pay-Ins		64,521.56		64,521.56
Vendor's Licenses	LICVEN	0.00		0.00
Manuf. Home (MH-OH)	7116	0.00		0.00
Manuf Home (MH-EQ)	7504	0.00		0.00
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	24,979.89		24,979.89
Escrow Prepayment	7113	4,878.97		4,878.97
Undivided Estate Tax	7115	0.00		0.00
Prepay Overage	7787	3,275.90		3,275.90
		0.00		0.00
Tax Refund	7109RF	0.00		0.00
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	0.00		0.00
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total	97,656.32			
Investments:	Total from Chart 2 b	0.00		0.00
Misc.	Total from Chart 2 a	0.00		0.00
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	0.00		0.00
				0.00
				0.00
Checks from Depository (schedule E)		836,683.93		836,683.93
<b>Deposited with:</b>				
Banks (schedule D)			93,073.97	93,073.97
ACH & Wire Total (schedule B)			50,740.77	50,740.77
Investment:	Total from Schedule C		0.00	0.00
<b>SUBTOTAL (DAILY WORK)</b>				
		934,340.25	143,814.74	1,078,154.99
<b>TOTALS INCLUDING BALANCE</b>				
		1,028,615.38	274,422,111.28	275,450,726.66
<b>Disbursement:</b>				
*	Wire & ACH Debits (schedule F)	0.00		0.00
				0.00
General Warrants (Fairfield Nat'l Bank)		836,683.93		836,683.93
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		143,814.74		143,814.74
<b>Checked from Depository</b>				
Banks (Schedule E)			836,683.93	836,683.93
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		0.00	0.00
*	Total from Chart 2 a		0.00	0.00
Wires & ACH Debits (schedule F)			0.00	0.00
<b>TOTAL</b>		980,498.67	836,683.93	1,817,182.60
Balance at Close of Business Above Date		48,116.71	273,585,427.35	273,633,544.06

TREASURY	48,116.71
LEDGER	2,825,873.71
ICS	7,000,000.00
INVESTMENTS	263,759,553.64
sub total	273,633,544.06
FORM 6	273,633,544.06
	0.00
Drawer	905.56
Safe	8,472.00
PNP	2,897.47
Checks	35,841.68
Total Treasury	48,116.71

Treasurer's Office, Fairfield County, Ohio  
Lancaster, Ohio **November 27, 2024**

To the County Auditor:  
IT IS HEREBY CERTIFIED, that the foregoing is a true and correct STATEMENT of the Financial Transactions of the County.

27th day of **NOVEMBER**  
2024, also the balance in the treasury and depositories at the close of business on said day.

*James N. Ballman* County Treasurer  
*Jennifer E. Bunge* Fiscal Specialist

**Interest Report Fairfield County November 2024**

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
November 7, 2024	\$2,278.51	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 7, 2024	\$144,104.57	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 7, 2024	\$531.30	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 14, 2024	\$11,959.22	GENERAL	I10 436100	DEPINVINT FNB SWEEP OCT INT
November 14, 2024	\$12,941.80	GENERAL	I10 436100	DEPINVINT FNB SWEEP SEPT INT
November 14, 2024	\$36,880.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 20, 2024	\$40,169.91	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 20, 2024	\$86,125.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 20, 2024	\$5,400.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
November 21, 2024	\$984.36	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
	<b>SUM:</b>			
	\$341,374.67			

Signature Page

Resolution No. 2025-01.07.j

A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-01.07.k

**A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners**

**WHEREAS**, the General Fund is responsible for payments of debt service; and

**WHEREAS**, it is necessary to transfer the cash to meet obligations.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

Section 1. That the Board of Commissioners approves the following fund to fund transfer:

Amount	from	to	
\$50,000	12100149 700113	12483200 439100	LGIF loan repayment

Prepared by: Staci Knisley  
cc: Commissioners' Office

Signature Page

Resolution No. 2025-01.07.k

A resolution authorizing fund to fund transfer from the General Fund # 1001 to Fund# 4832 LGIF debt – Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for a renewal of an existing levy for the May 6, 2025, primary/special election on behalf of the Fairfield County DD Board.**

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of Fairfield County;

**WHEREAS**, the Fairfield County Board of Commissioners is the taxing authority for the Fairfield County Board of Developmental Disabilities (Fairfield County DD Board);

**WHEREAS**, there is currently a levy being collected for the Fairfield County DD Board in excess of the ten-mill limitation by levies on the current tax duplicate, the term of which is for ten (10) years, as passed in November 3, 2015 for the purpose of providing operating community programs and services authorized by county boards of developmental disabilities, for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, or for both of such purposes by the Fairfield County DD Board, pursuant to R.C. 5705.222;

**WHEREAS**, the Fairfield County DD Board met on December 16, 2024, at an open meeting and passed Resolution No. 2024-12-02 to request the Fairfield County Board of Commissioners to place the renewal of the 1.85 mills levy on the May 6, 2025, ballot;

**WHEREAS**, the Fairfield County Board of Commissioners has determined that it is necessary to levy a tax in excess of such a limitation for the requirements to continue providing operating community programs and services authorized by county boards of developmental disabilities, for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, or for both of such purposes by the Fairfield County DD Board ("levy"), pursuant to R.C. 5705.222;

**WHEREAS**, the Fairfield County Board of Commissioners has determined that the existing tax levy of 1.85 mills last assessed in 2024, last collected in 2025 is insufficient to meet the needs, as outlined under R.C. 5705.222, for Fairfield County residents;



**WHEREAS**, the Fairfield County Board of Commissioners has determined that said levy shall be a renewal levy at a rate not exceeding 1.85 mills for each one dollar (\$1.00) of valuation.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board determines that amount of taxes that may be raised within the ten-mill limitation will be insufficient for the purpose of providing operating community programs and services authorized by county boards of developmental disabilities, for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, or for both of such purposes by the Fairfield County DD Board, pursuant to R.C. 5705.19 and 5705.222.

**Section 2.** That the Board makes the following statements in accordance with R.C. 5705.03(B)(1) and R.C. 5705.222;

- a. The proposed rate of tax is 1.85 mills per one dollar (\$1.00) of valuation which would generate \$40 per \$100,000 of the county auditor's appraised value;
- b. The purpose of the tax will be for providing operating community programs and services authorized by county boards of developmental disabilities, for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, or for both of such purposes by the Fairfield County DD Board;
- c. The tax is a renewal of an existing tax;
- d. The tax is authorized by R.C. 5705.222(A);
- e. The term of the tax shall be for 5 years;
- f. The tax is to be levied upon the entire territory of Fairfield County;
- g. The date of the election at which the question of the tax shall appear on the ballot is May 6, 2025;
- h. That the ballot measure shall be submitted to the entire territory of Fairfield County;

i. The tax will first be levied in tax year 2025, and the tax will first be collected in calendar year 2026;

j. Fairfield County has territory solely in Fairfield County.

**Section 3.** That the Fairfield County Board of Commissioners hereby certifies to the Fairfield County Auditor this resolution and requests that the Fairfield County Auditor certify to the Fairfield County Commissioners that the total current tax valuation of Fairfield County, Ohio and the dollar amount of revenue that would be generated by the above-specified number of mills and that such certificate thereafter be provided to the Fairfield County Commissioners in accordance with Ohio Rev. Code 5705.03(B)(2)

**Section 4.** That the Clerk of the Commissioners or her designee is directed to certify a copy of this resolution and deliver it to the Fairfield County Auditor.

cc: Fairfield County DD Board

Signature Page

Resolution No. 2025-01.07.I

A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for a renewal of an existing levy for the May 6, 2025, primary/special election on behalf of the Fairfield County DD Board.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.





G/L ACCOUNT - MASTER INQUIRY

Org code: 4550 BR - MRDD FAC ULTRAC BLDG B/S Type: B A  
 Object code: 001000 POOLED CASH Status: A  
 Project code: Budgetary: N

Fund 4550 BR - MRDD FAC ULTRAC BLDG  
 SUBFUND 0000 UNDEFINED  
 DIVISION 12 COMMISSIONER  
 SUBDIV/PROG 0000 UNDEFINED  
 DEPTACTIVITY 000000 UNDEFINED  
 REPORT CODE 0000000 UNDEFINED  
 MAJOR FUNC 00 UNDEFINED  
 CERTIFICATE 94000 DEBT SERVICE FUNDS

Full description: POOLED CASH Short desc: POOL CASH

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	3.79	.00	.00	.00
01	.00	.00	3.79	3.79
02	.00	.00	.00	.00
03	163,701.00	.00	.00	.00
04	.00	.00	.00	.00
05	-850.50	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	-162,850.50	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	3.79	.00	3.79	3.79

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	3.79	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	3.79
Requisitions	.00	Budget Tranfr Out	.00
Total	3.79	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	100.00	Revised Budget	3.79
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	INITIAL	.00
Actual-Last Yr	.00	TAX BUDGET	.00
Estim-Actual	.00	DIR/DPT HD	.00
		BRD/ELECTD	.00
		FINAL	.00

G/L ACCOUNT - MASTER INQUIRY

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.23	.00	.00
01	.00	.00	.23
02	.00	.00	.00
03	158,251.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	-1,621.94	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	-156,625.50	.00	.00
13	.00	.00	.00
Tot:	3.79	.00	.23

----- PRIOR YEARS TOTAL AMOUNTS -----			
2023 Actual	3.79	2023 Orig Budget	.00
2023 Closed @ YE	3.79	2023 Bud Tfr In	.23
2023 Encumbrance	.00	2023 Bud Tfr Out	.00
2023 Memo Bal	3.79	2023 C Fwd Budget	.00
2022 Actual	.23	2023 Revsd Budget	.23
2021 Actual	.23		
2020 Actual	70,211.23	2022 Orig Budget	.00
2019 Actual	234,218.62	2022 Revsd Budget	.23
2018 Actual	289,246.62	2021 Orig Budget	.00
2017 Actual	224,096.62	2021 Revsd Budget	70,211.23
2016 Actual	206,546.62		
2015 Actual	191,596.62		
2014 Actual	181,446.62		

----- FUTURE YEAR AMOUNTS -----			
PER	2025 BUDGET		BUDGET
00	.00	2025 INITIAL	.00
01	.00	2025 TAX BUDGET	.00
02	.00	2025 DIR/DPT HD	.00
03	.00	2025 BRD/ELECTD	.00
04	.00	2025 FINAL	.00
05	.00	2025 Revised	.00
06	.00	2026 Estimate	.00
07	.00	2027 Estimate	.00
08	.00	2028 Estimate	.00
09	.00	2029 Estimate	.00
10	.00		
11	.00	2025 Memo Bal	.00
12	.00	2025 Encumbrance	.00
13	.00	2025 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

**\*\* END OF REPORT - Generated by Staci Knisley \*\***



FILED

2025 JAN -2 AM 11:04

BRANDEN C. MEYER  
CLERK OF COURTS  
FAIRFIELD CO. OHIO

IN THE COURT OF COMMON PLEAS  
FAIRFIELD COUNTY, OHIO

**IN RE: Transfer of Funds Pursuant  
to Ohio Revised Code Section  
5705.14(C),**

Judge Richard E. Berens

**Entry Approving the Transfer of  
the Unexpended Balance of Fund  
No. 4550 to the County General  
Fund**

It has been represented to this Court by Counsel for the Board of Fairfield County Commissioners that the Fairfield County Auditor currently maintains fund No. 4550, a bond retirement fund created pursuant to R.C. 5705.09(C), with an unexpended balance of \$3.79.

It has been further represented to this Court that all indebtedness, interest, and other obligations for the payment of which Fund No. 4550 exists have been paid and retired. Moreover, no sinking fund exists to receive a transfer from Fund No. 4550.

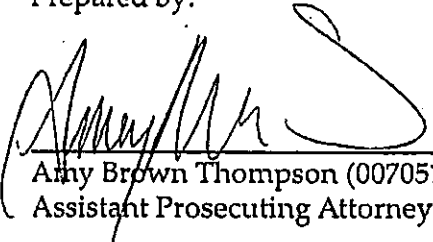
Therefore, the Board of Fairfield County Commissioners seeks to transfer the unexpended balance of Fund No. 4550 to the Fairfield County General Fund pursuant to R.C. 5705.14 (C)(1).

Having reviewed this matter, this Court hereby approves said transfer pursuant to R.C. 5705.14(C)(1) and hereby authorizes the transfer of the unexpended balance of Fund No. 4550 to the Fairfield County General Fund (Fund No. 1001).

IT IS SO ORDERED.

  
\_\_\_\_\_  
JUDGE RICHARD E. BERENS

Prepared by:

  
\_\_\_\_\_  
Amy Brown Thompson (0070511)  
Assistant Prosecuting Attorney

Signature Page

Resolution No. 2025-01.07.m

A resolution to appropriate from unappropriated into a major expenditure category for fund# 4550 Bond Retirement MRDD FAC ULTRAC & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity – Fairfield County Commissioners

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing 2025 Allocations for Fairfield Area Humane Society & Fairfield County Municipal Court.**

**WHEREAS**, the Fairfield County Board of Commissioners has received requests from various agencies for funding, and

**WHEREAS**, the Board approved in the 2025 Budget allocations to various agencies.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of Commissioners approves the following allocations:

Humane Society - \$30,000

Fairfield County Municipal Court - \$212,000

**Section 2.** That the Budget Officer for the Board of Commissioners processes the payment.

Prepared by: Staci Knisley  
cc: Commissioners' Office

Signature Page

Resolution No. 2025-01.07.n

A resolution authorizing 2025 Allocations for Fairfield Area Humane Society & Fairfield County Municipal Court.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to authorize the County Administrator to approve any agreements and other documents related to the PY2024 CDBG grants.**

**WHEREAS,** the Board of County Commissioners desires to give authorization to the County Administrator of the Board to approve and sign any agreements or documents related to the PY2024 CDBG grant (Grant# B-24-DC-39-0001) administered by the Regional Planning Commission; and

**WHEREAS,** all agreements and documents related to said grant that are approved and signed by the County Administrator need to be uploaded as an Administrator Approval in the Commissioners Resolution Management System (CRMS).

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners hereby approves to authorize the County Administrator to approve and sign any agreements or documents related to the PY2024 CDBG grants administered by the Regional Planning Commission.

Signature Page

Resolution No. 2025-01.07.o

A resolution to authorize the County Administrator to approve any agreements and other documents related to the PY2024 CDBG grants.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



**A resolution granting Dr. Carri L. Brown, County Auditor, and staff permission to attend (travel).**

**WHEREAS**, pursuant to Section 325.20 of the Ohio Revised Code, Dr. Carri L. Brown, Fairfield County Auditor, is requesting permission for the County Auditor and staff to attend conventions and meetings deemed pertinent to the operation of the County Auditor's Office in 2025;

---

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

---

**Section 1.** That the Fairfield County Board of Commissioners approves this request for Dr. Carri L. Brown, Fairfield County Auditor, and the employees of the County Auditor's Office, to attend conventions and meetings deemed pertinent to the operation of the office, not to exceed the amount appropriated for travel expenses during 2025 and as consistent with Fairfield County policy.

Signature Page

Resolution No. 2025-01.07.p

A Resolution Granting Dr. Carri L. Brown, County Auditor, and Staff Permission to Attend (Travel)

(Fairfield County Auditor- Finance)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities**

**WHEREAS,** FCBDD is responsible for paying for December transportation costs for individuals to Lancaster-Fairfield Public Transit; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800 434000 4160 Grant PT000 \$518.40  
12290854 434000 4160A Grant PT000 \$57.60

This amount represents monies owed to the Lancaster-Fairfield Public Transit, for transportation costs for individuals and paid by FCBDD to Lancaster-Fairfield Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCBDD's portion of December transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster-Fairfield County Transit

Account: 52676801 550080  
Amount: \$ 576.00

Prepared by: Cathy Anderson, Fiscal Officer  
cc: Aaron Kennedy, Lancaster Fairfield Public Transit

# Lancaster-Fairfield Public Transit



746 Lawrence St

P: 740-681-5086

Email: courtneymartin@fairfieldcountyohio.gov

Lancaster Ohio, 43130

F: 740-681-5088

Website: co.fairfield.oh.us/transit/

Bill To: Fairfield County Board of DD

Contact: Beth Seifert

Invoice #: 1225

Address: 795 College Ave

Email: bseifert@fairfielddd.com

Invoice Date: 1/2/2025

Lancaster Ohio, 43130

Contact: Cathy Anderson

Terms: 30 Days

Invoice For: Dec-24

Email: cathy.anderson@fairfielddd.com

Due Date: 2/1/2025

Rides	Description	Qty	Unit Price	Account Code	Price
32	Individual Rides	32	\$ 18.00	4421	\$ 576.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Make all checks payable to Lancaster-Fairfield Public Transit.  
CREDIT CARDS NOT ACCEPTED

Invoice Subtotal	\$	576.00
<b>TOTAL</b>	\$	576.00

**Anderson, Cathy Jo**

---

**From:** Martin, Courtney G  
**Sent:** Thursday, January 2, 2025 10:37 AM  
**To:** Anderson, Cathy Jo  
**Subject:** FW: December 2024 Invoice  
**Attachments:** Board of DD December 2024.xlsx

Sorry, I forgot to add the account and amount information! I was getting ahead of myself from being back lol.

90% will go into Org Code 12290800 Object Code 434000 Charge Code 4160 Grant PT000 (\$518.40)  
10% will go into Org Code 12290854 Object Code 434000 Charge Code 4160A Grant PT000(\$57.60)

Thanks!

**Courtney Martin**

Administrative Assistant | Lancaster-Fairfield Public Transit

746 Lawrence St  
Lancaster, OH  
43130

740-681-5086  
Ex. 2206 (t)  
740-681-5088 (f)



<http://fairfieldcountyoio.gov>

[Courtney.Martin@fairfieldcountyoio.gov](mailto:Courtney.Martin@fairfieldcountyoio.gov)

**From:** Martin, Courtney G  
**Sent:** Thursday, January 2, 2025 10:34 AM  
**To:** Anderson, Cathy Jo <cathy.anderson@fairfielddd.com>  
**Cc:** Kennedy, Aaron T <aaron.kennedy@fairfieldcountyoio.gov>  
**Subject:** December 2024 Invoice

Hello,

Attached is the most recent invoice. Please let me know if you have any questions.

Thank you,

Courtney

**Courtney Martin**

Administrative Assistant | Lancaster-Fairfield Public Transit

746 Lawrence St  
Lancaster, OH  
43130

740-681-5086  
Ex. 2206 (t)  
740-681-5088 (f)



<http://fairfieldcountyoio.gov>

[Courtney.Martin@fairfieldcountyoio.gov](mailto:Courtney.Martin@fairfieldcountyoio.gov)

Signature Page

Resolution No. 2025-01.07.q

A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities )

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities**

**WHEREAS**, the Board of Commissioners pays AT&T directly for Ethernet Services for Fairfield County Board of Developmental Disabilities (FCBDD); and

**WHEREAS**, FCBDD is responsible for reimbursing the General Fund for their share of costs; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

00100110 434000 Charges for Services - \$1,095.00

This amount represents monies owed to the General Fund for FCBDD's share of Ethernet Services originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCBDD's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 52367181 553000

Amount: \$ 1,095.00

Prepared by: Cathy Anderson

cc: Staci Knisley, Cathy Anderson



**From:** Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>  
**Sent:** Thursday, December 19, 2024 1:28 PM  
**To:** McCullough, Todd J <[todd.mccullough@fairfielddd.com](mailto:todd.mccullough@fairfielddd.com)>  
**Subject:** Ethernet charges 10/9-1/8/25

Todd,  
 Please submit a memo transaction resolution for the ethernet charges paid by the Commissioners. See below for the detail.

**Ethernet Services from AT & T**

Monthly Access Charges & Dates		pd 10/31	pd 11/21	pd 1/9/25	
Department	Location	10/9-11/8/24	11/9-12/8/24	12/9/24-1/8/25	Quarterly Subtotal
DD	7140 Reynoldsburg-Baltimore Rd	\$365.00	\$365.00	\$365.00	\$1,095.00

Fairfield Co BDD responsible for:      \$1,095.00

*Please note: I will be out of the office starting Monday, December 23<sup>rd</sup> through Wednesday, January 1<sup>st</sup>.*

Staci A. Knisley, Budget Officer/Airport Clerk  
Fairfield County Commissioners

 210 E. Main St., 3rd Floor  
Lancaster, OH 43130
  740-652-7093 (t)  
740-687-6048 (f)
 

 <https://fairfieldcountyohio.gov>
 [Staci.Knisley@fairfieldcountyohio.gov](mailto:Staci.Knisley@fairfieldcountyohio.gov)

Signature Page

Resolution No. 2025-01.07.r

A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities )

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution granting Branden Meyer, the Fairfield County Clerk of Courts, and Staff, Permission to Attend (Travel)**

**WHEREAS**, pursuant to Section 325.20 of the Ohio Revised Code, Branden Meyer, the Fairfield County Clerk of Courts, is requesting permission for the Clerk of Courts and staff to attend conventions and meetings deemed pertinent to the operation of the Clerk of Court's Office in 2025.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of Commissioners approves this request for Branden Meyer, Fairfield County Clerk of Courts, and the employees of the Clerk to Court's Office, to attend conventions and meetings deemed pertinent to the operation of the office, not to exceed the amount appropriated for travel expenses during the 2025 budget year and as consistent with Fairfield County policy.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2025-01.07.s

A resolution granting Branden Meyer, the Fairfield County Clerk of Courts, and Staff,  
Permission to Attend (Travel)

(Fairfield County Clerk of Courts- Legal Division)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to approve a Community Reinvestment Area Agreement with Basil Western Logistics, LLC, a Kentucky limited liability company**

**WHEREAS**, the Fairfield County Board of Commissioners approved Resolution 2022-09.27.k on September 27, 2022 to create a Community Reinvestment Area in Violet Township; and

**WHEREAS**, parcel 0370211710 is located in Violet Township, an unincorporated area of Fairfield County, and is part of the Fairfield 33 Community Reinvestment Area; and

**WHEREAS**, Basil Western Logistics, LLC plans to build three warehouses which will provide a minimum of 100 jobs to the community; and

**WHEREAS**, the Project Site is located in the Canal Winchester Local School District and in the Eastland-Fairfield Career & Technical Schools district; and

**WHEREAS**, the Canal Winchester Local School District, pursuant to a resolution adopted by the Board of Education of the School District on October 17, 2022, has approved this Agreement and the CRA Exemptions granted; and

**WHEREAS**, the Eastland-Fairfield Career & Technical School District, as set forth in Resolution No. 013C-23, adopted on January 11, 2023, agreed among other things, to waive all notice requirements and any defects with respect to this agreement.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Fairfield County Board of Commissioners hereby approves the Community Reinvestment Area Agreement with Basil Western Logistics, LLC upon approval of all other parties and upon the approval of the Fairfield County Prosecutor's Office.

Prepared by: Anthony Iachini  
Cc: Economic and Workforce Development

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_


**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fairfield County, Ohio Prosecutor

**BASIL WESTERN LOGISTICS LLC,**  
a Kentucky limited liability company

By: Fort Mitchell Partners, LLC  
Its: Sole Member

By: Paul Hemmer Company  
Its: Sole Member

By:  \_\_\_\_\_

Print Name: Phil W Hemmer III

Title: CEO

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Board of County Commissioners of Fairfield County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF Kentucky

COUNTY OF Kenton, SS:

The foregoing instrument was signed and acknowledged before me this 6th day of December, 2024, by Paul Hemmer, the CEO of Paul Hemmer Company, a Kentucky corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.



Bethany A Koeninger  
Notary Public



## COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and between Fairfield County, Ohio, a political subdivision of the State of Ohio (the “State”), through its Board of County Commissioners (the “County”); and Basil Western Logistics LLC, a Kentucky corporation (the “Company”). The Company and its successors and assigns under this Agreement are hereinafter referred to as “Owner” or “Owners.” The County and the Company are each a “Party” and collectively, the “Parties.”

### WITNESSETH:

**WHEREAS**, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the County that have not enjoyed sufficient reinvestment from remodeling or new construction; and

**WHEREAS**, the County, by Resolution No. 2022-09.27, adopted by the Board of County Commissioners of the County on September 19, 2022 (the “Resolution”), designated the area specified in the Resolution as the Fairfield County Route 33 Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

**WHEREAS**, in accordance with R.C. Section 3735.66, the Ohio Director of Development has forwarded to the County the Director’s determination, dated December 13, 2022, that the findings contained in the Resolution are valid, and that the CRA qualifies as a community reinvestment area under the CRA Act; and

**WHEREAS**, the Company has acquired or intends to acquire the real property located in the CRA that is described and depicted on Exhibit A attached hereto (the “Project Site”), and, through itself or in cooperation with one or more entities that control the Company, are controlled by the Company, or are under common control with the Company (each an “Affiliate,” and collectively, the “Affiliates” ), intends to construct, or cause to be constructed (in one or more phases), improvements in the form of one or more distribution, warehousing, logistics, packaging and other commercial operations facilities (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) with the combined square footage of the Buildings estimated to total approximately 500,000 – 600,000 square feet (the “Project”), provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

**WHEREAS**, the Company has submitted to the County an application for a community reinvestment area agreement (the “Application”); and

**WHEREAS**, the Company has remitted or will remit with the Application the required state application fee of \$750.00, made payable to the Ohio Department of Development, to be forwarded with the executed Agreement, and has paid any applicable local fees; and

**WHEREAS**, the County's Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Application, and recommended the approval of the same to the Board of County Commissioners of the County on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the County; and

**WHEREAS**, the County, subject to the terms of this Agreement, has agreed to provide the Company with: (i) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the value of each new Building constructed at the Project Site and (ii) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in assessed value after remodeling of any Building on the Project Site (collectively, the “CRA Exemptions”); and

**WHEREAS**, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

**WHEREAS**, the Project Site is located in the Canal Winchester Local School District (the “School District”) and in the Eastland-Fairfield Career & Technical Schools (the “JVSD”), and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

**WHEREAS**, the School District has entered into or intends to enter into a compensation agreement (the “Compensation Agreement”) with the Company; and

**WHEREAS**, the Compensation Agreement, pursuant to R.C. Section 5709.82, provides for the School District to receive certain compensation in exchange for the tax revenue foregone by the School District as a result of the CRA Exemptions; and

**WHEREAS**, pursuant to R.C. Sections 3735.671(A)(4), the Company will provide certain compensation to the JVSD at the same rate and under the same terms received by School District under the Compensation Agreement; and

**WHEREAS**, the School District, pursuant to a resolution adopted by the Board of Education of the School District on October 17, 2022, has approved this Agreement and the CRA Exemptions granted herein, and as set forth in the Compensation Agreement, and in exchange for the consideration set forth therein, agreed, among other things, to approve this Agreement, including the CRA Exemptions, and waive all notice requirements and any defects with respect to this Agreement, as provided for in Ohio Revised Code Section 3735.671(A); and

**WHEREAS**, the JVSD, as set forth in Resolution No. 013C-23, adopted on January 11, 2023, agreed, among other things, to waive all notice requirements and any defects with respect to this Agreement; and

**WHEREAS**, the Board of County Commissioners of the County, by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2024, has approved the terms of this Agreement and authorized its execution on behalf of the County; and

**WHEREAS**, the Parties recognize that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

**1. Project.** The cost of the investments to be made in connection with the Project by the Owners is estimated to be (i) approximately \$32 million to \$50 million for construction of the Buildings to contain, cumulatively, approximately 500,000 to 600,000 square feet of space; (ii) \$0 for acquisition of machinery and equipment; (iii) \$0 for acquisition of furniture and fixtures; and (iv) \$0 for acquisition of inventory at the Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease significantly. The Parties also recognize that costs do not necessarily equal otherwise taxable value.

**2. Values of Personal Property.** The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, located at another location in Ohio prior to the execution of this Agreement and relocated or to be relocated from that location to the Project Site, is \$0. The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is \$0.

**3. Project Schedule.** The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is no later than approximately May 31, 2025; and the scheduled estimated completion month for such investments is no later than approximately December 31, 2028. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

**4. Employee Positions.** The Company estimates that there will be created at the Project Site, cumulatively, (i) approximately 100 full-time permanent employee positions with a total annual payroll of approximately \$5,000,000, (ii) 0 full-time temporary employee positions, (iii) 0 part-time permanent employee positions and (iv) 0 part-time temporary employee positions. Hiring of such employees is estimated to commence no later than approximately 2025 and to continue incrementally over the succeeding three (3) years. Currently, the Company has no

employees at the Project Site. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The Parties also recognize that the employees at the Project Site may be hired by the Owners or by entities other than the Owners.

**5. Provision of Information.** The Owners shall provide to the proper tax incentive review council (the "Council) any information reasonably required by the Council to evaluate the compliance of the Owners with the Agreement, including returns or annual reports of the Owners filed pursuant to R.C. Section 5711.02 if requested by the Council.

**6. Real Property Tax Exemption.** The County hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building constructed at the Project Site. For each Building constructed at the Project Site, the County further grants a fifteen (15) year, 100% real property tax exemption for the increase in assessed value associated with remodeling that occurs within ten (10) years following the first issuance of a Certificate of Use and Occupancy by the Fairfield County Building Department or the Violet Township Building Department, as applicable, for the Building for which the exemption is sought. For each separately identifiable real property improvement, the exemption commences the first year the Building would first be taxable were that property not hereby exempted from taxation. Unless subsequently extended by the County, no exemption shall commence after tax year 2031 (i.e., tax lien date January 1, 2031). Unless subsequently extended by the County, no exemption shall extend beyond tax year 2045 (i.e., tax lien date January 1, 2045). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen years at most, the real property exemption period for the Project as a whole may last more than fifteen years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by the Owners, or, in accordance with Section 17 of this Agreement, Section 21 of this Agreement, or both Sections 17 and 21 of this Agreement, by another entity or other entities.

**7. Application for Exemption.** The Company acknowledges that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that (i) upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax exemption pursuant to this Agreement; and (ii) if the Housing Officer determines that the real property improvement is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Fairfield County Auditor.

**8. Payment of Non-Exempt Taxes.** Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty days of written notice thereof to such Owner, all exemptions from

taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter; provided, however, to the extent permitted by law, the County may elect to reinstate such exemptions under terms acceptable to the County. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

**9. Cooperation of the County.** The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building or other permits, and (ii) all other activities related to the Project.

**10. Revocation of CRA.** If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure and elects not to reinstate such exemptions. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site.

**11. Certification as to No Delinquent Taxes.** The Company hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

**12. Termination or Modification Upon Default.** If an Owner materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement and with respect to the total investment associated with the Project, and such failure is not corrected within thirty days of written notice thereof to such Owner, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such

default or has made such fraudulent certification, from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

**13. Approval by the County.** The Company and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of the County on \_\_\_\_\_, 2024, this Agreement shall be effective immediately upon its execution.

**14. Non-Discriminatory Hiring.** By executing this Agreement, the Company is committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

**15. Revocation of Exemptions.** Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

**16. Transfer and/or Assignment; Release from Liability.**

**A.** Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Company, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Company or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit B.1 and Exhibit B.2, wherein such Permitted Transferee (a) assumes all obligations of the Company under this Agreement with respect to the Transferred Property, and

(b) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an “Owner” under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

**B.** As used herein, “Prior Owner” means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

**17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

**18. Severability; Construction; Headings.** If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

**19. Validity.** The Company and the County covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Company and the County waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Company and the County shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

**20. Modifications.** If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Company in developing, equipping and operating the Project, the Company shall request an amendment to this Agreement, which the County shall not unreasonably reject or delay.

**21. Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next



business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the County, to:

Fairfield County  
Commissioner's Office  
210 East Main Street, Room 301  
Lancaster, OH 43130

With a copy to:

Director  
Fairfield County Economic Development  
210 East Main Street, Room 407  
Lancaster, OH 43130

If to the Company, to:

Adam Hemmer  
Basil Western Logistics LLC  
226 Grandview Drive.  
Fort Mitchell, Kentucky 41017

With a copy to:

Scott J. Ziance, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 E. Gay Street  
Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

**22. R.C. Section 9.66 Covenants.** The Company and each Owner affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of one of the Company and each Owner has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, that the Company and each Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and that the Company and each Owner shall be

ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

**23. Annual Fee.** The Company shall pay an annual fee equal to \$2,500. The fee shall be paid by the Company to the County once per year, on or after July 1st of each year this Agreement is in effect, within thirty (30) days of receipt of an invoice from the County. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.672 and by the Council created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.

**24. Termination.** This Agreement shall be in full force and effect until December 31 of the last tax year in which exemptions can be claimed pursuant to Section 6 of this Agreement, after which this Agreement and the obligations of all Parties hereto shall terminate.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fairfield County, Ohio Prosecutor

**BASIL WESTERN LOGISTICS LLC,**  
a Kentucky limited liability company

By: Fort Mitchell Partners, LLC  
Its: Sole Member

By: Paul Hemmer Company  
Its: Sole Member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Board of County Commissioners of Fairfield County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Basil Western Logistics LLC, a Kentucky corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**TO COMMUNITY REINVESTMENT AREA AGREEMENT**

**Map and Description of Project Site**

The Project Site is the real estate situated in the County of Fairfield and State of Ohio consisting of the tax year 2021 parcel numbers listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), and depicted on the map below:

- 0370211710



**EXHIBIT B.1**  
**TO COMMUNITY REINVESTMENT AREA AGREEMENT**

**[Form of Assumption Agreement – Initial Assignment Intra-Affiliated Group or to Third Party]**

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between Fairfield County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); \_\_\_\_\_, a \_\_\_\_\_ (the “Company”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between Basil Western Logistics LLC, and the County, made effective \_\_\_\_\_ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

**WITNESSETH:**

**WHEREAS**, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. [\_\_\_\_], adopted by the Board of County Commissioners of the County on [\_\_\_\_, 20\_\_] (the “Resolution”), designated the area specified in the Resolution as the [Violet Township Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

**WHEREAS**, the Board of County Commissioners of the County, by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, approved the terms of the CRA Agreement and authorized its execution by the County; and

**WHEREAS**, on \_\_\_\_\_, Basil Western Logistics LLC and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

**WHEREAS**, by virtue of that certain \_\_\_\_\_ dated as of \_\_\_\_\_, 20\_\_ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on \_\_\_\_\_, 20\_\_ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or the Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

**WHEREAS**, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

**WHEREAS**, this Agreement is being made in accordance with Section 16 of the CRA Agreement;

**NOW, THEREFORE**, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 (“Provision of Information”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), and Section 22 (“R.C. Section 9.66 Covenants”).

2. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, DHL Supply Chain, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.



5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 16(B) of the CRA Agreement, the Company and Basil Western Logistics LLC, are released from any and all liability under the CRA Agreement with respect to the Transferred Property

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of \_\_\_\_\_, 20\_\_.

**BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fairfield County, Ohio Prosecutor

**COMPANY**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUCCESSOR**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**TO ASSUMPTION AGREEMENT**

**Copy of CRA Agreement**

(attached hereto)

**EXHIBIT B**  
**TO ASSUMPTION AGREEMENT**

**Copy of Instrument Conveying the Transferred Property**

(attached hereto)

**EXHIBIT B.2**  
**TO COMMUNITY REINVESTMENT AREA AGREEMENT**

**[Form of Assumption Agreement – Third Party]**

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between Fairfield County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); \_\_\_\_\_, a \_\_\_\_\_ (the “Company”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between Basil Western Logistics LLC, a Kentucky corporation, predecessor-in-interest to the Company and the County, made effective \_\_\_\_\_ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

**WITNESSETH:**

**WHEREAS**, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. [\_\_\_\_], adopted by the Board of County Commissioners of the County on [\_\_\_\_, 20\_\_] (the “Resolution”), designated the area specified in the Resolution as the [Violet Township Community Reinvestment Area] (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

**WHEREAS**, the Board of County Commissioners of the County, by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, approved the terms of the CRA Agreement and authorized its execution by the County; and

**WHEREAS**, on \_\_\_\_\_, Basil Western Logistics LLC and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

**WHEREAS**, by virtue of that certain \_\_\_\_\_ dated as of \_\_\_\_\_, 20\_\_, the Company succeeded on \_\_\_\_\_, 20\_\_ to the interest of Basil Western Logistics LLC in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

**WHEREAS**, by virtue of that certain Partial Assignment and Assumption Agreement dated as of \_\_\_\_\_, 20\_\_ (the “Initial Assignment”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Basil Western Logistics LLC in and to the CRA Agreement with respect to the Transferred Property; and

**WHEREAS**, by virtue of that certain \_\_\_\_\_ dated as of \_\_\_\_\_, 20\_\_ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on \_\_\_\_\_, 20\_\_ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or the Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

**WHEREAS**, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

**WHEREAS**, this Agreement is being made in accordance with Section 16 of the CRA Agreement;

**NOW, THEREFORE**, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 (“Provision of Information”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), and Section 22 (“R.C. Section 9.66 Covenants”).

2. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, Basil Western Logistics LLC, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause

(i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 16(B) of the CRA Agreement, the Company and Basil Western Logistics LLC, are released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of \_\_\_\_\_, 20\_\_.

**BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fairfield County, Ohio Prosecutor

**COMPANY**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUCCESSOR**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**  
**TO ASSUMPTION AGREEMENT**

**Copy of CRA Agreement**

(attached hereto)

**EXHIBIT B**  
**TO ASSUMPTION AGREEMENT**

**Copy of the Initial Assignment**

(attached hereto)

**EXHIBIT C**  
**TO ASSUMPTION AGREEMENT**

**Copy of Instrument Conveying the Transferred Property**

(attached hereto)

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Community Reinvestment Area Agreement with Basil Western Logistics, LLC, a Kentucky limited liability company

(Fairfield County Economic & Workforce Development)

Approved as to form on 1/3/2025 4:51:42 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.t

A resolution to approve a Community Reinvestment Area Agreement with Basil Western Logistics, LLC, a Kentucky limited liability company

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the reduction appropriations in major expenditure object categories for Fund# 3897.**

**WHEREAS**, the 2025 appropriations require a reduction of \$1,370,207.00 to make appropriate budget adjustments; and

**WHEREAS**, this action provides for proper accounting.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The County Auditor is to **reduce** appropriations in the following major expenditure object categories by a total of \$1,370,207.00

<\$1,370,207.00>            570000            capital outlay

---

**A resolution authorizing the reduction appropriations in major expenditure object categories for Fund# 3897.**

**For Auditor's Office Use Only:**

**Section 1.**

12389700 570000 <\$1,370,207.00>

Signature Page

Resolution No. 2025-01.07.u

A resolution authorizing the reduction appropriations in major expenditure object categories for Fund# 3897.

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 (Subfund 8349) Hazardous Materials Emergency Planning Grant (HMEP)**

**WHEREAS,** a FY2022 Hazardous Materials Emergency Preparedness (HMEP) – Year 3 has been awarded to the EMA for the planning of events/emergencies that would involve hazardous materials by transportation in the county; and

**WHEREAS,** an advance of allocations is necessary in the amount of \$19,520.00 for the purpose of paying vendors in a timely fashion; and

**WHEREAS,** grant monies will be reimbursed as spent; and

**WHEREAS,** said advance shall be repaid to the General Fund when monies are received.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1.** Request the Fairfield County Commissioners make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$19,520.00>
CREDIT	8349 223001 HMEP22 Grant Planning	\$19,520.00

**SECTION 2.** Request that the advance be paid back to the General Fund, no later than December 15, 2025.

Prepared by: Christy Noland (1/31/2024)

cc: EMA

Commissioners – Christina Foster



Signature Page

Resolution No. 2025-01.07.v

A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 (Subfund 8349) Hazardous Materials Emergency Planning Grant (HMEP)

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend.**

**WHEREAS**, pursuant to Section 325.20 of the Ohio Revised Code, Jeremiah Upp, Fairfield County Engineer, is requesting permission for the County Engineer and staff to attend conventions and meetings deemed pertinent to the operation of the County Engineer's Office in 2025.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1:** that the Fairfield County Board of Commissioners resolves to and does hereby approve this request for Jeremiah Upp, Fairfield County Engineer, and the employees of the County Engineer's Office, to attend conventions and meetings deemed pertinent to the operation of the office, not to exceed the amount appropriated for travel expenses during 2025 and as consistent with the Fairfield County policy.

**SECTION 2:** that the Clerk of this Board furnish one signed copy of this resolution to the Fairfield County Engineer.

Prepared by: Cheryl Downour  
cc: Engineering Office

Signature Page

Resolution No. 2025-01.07.w

A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to establish a "NO PARKING ZONE" along Hill Road (CR18).**

**WHEREAS,** the County Engineer is reporting that parking on County Road rights-of-way, in particular on Hill Road NW (CR18) along the southeast and southwest corners of the intersection with Waterloo Road NW (TR197), poses a serious problem for northbound drivers on Waterloo Road NW (TR197); and

**WHEREAS,** the County Engineer is proposing to install a NO PARKING ZONE four-hundred and fifteen feet (415') in length with appropriate signing to eliminate this problem at said intersection; and

**WHEREAS,** such signing is authorized by the Ohio Manual of Traffic Control Devices to control parking within an area adjacent to the traveled roadway when field investigation has shown that such parking contributes to or creates a traffic hazard.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, concur in the use of a NO PARKING ZONE signing where a field investigation in accordance with the provision of Section 201.3 (Intersection Sight Distance) of the ODOT Design Manual has proven that such parking contributes to a hazardous condition of the motoring public.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with a signed copy of this Resolution for further processing.

Prepared by: Cheryl Downour  
cc: Engineering Office

Signature Page

Resolution No. 2025-01.07.x

A resolution to establish a "NO PARKING ZONE" along Hill Road (CR18).

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-01.07.y

**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle; and

**WHEREAS**, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1:** The Fairfield County Board of Commissioners resolves to approve appropriate from unappropriated into the following category:

\$15,000.00      16202401-Contractual Services

---

Prepared by: Julie Huggins  
cc: Engineer

**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.**

**For Auditor's Office Use Only:**

16202401-550400      \$15,000.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2025-01.07.y

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle and

**WHEREAS**, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$20,000.00                      16202405-Contractual Services

---

Prepared by: Julie Huggins  
cc: Engineer

**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services**

**For Auditor's Office Use Only:**

16202405-530000      \$20,000.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2025-01.07.z

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer.**

**WHEREAS**, Section 5543.19 of the Ohio Revised Code permits the Fairfield County Engineer, when authorized by the Fairfield County Board of Commissioners, to accomplish road work by Force Account.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1:** that the Fairfield County Board of Commissioners resolves to, and does hereby, authorize the use of Force Account on County and Township roads during the 2025 calendar year, by the Fairfield County Engineer under the provisions of Section 5543.19 of the Ohio Revised Code.

**SECTION 2:** that the Clerk of this Board furnish one signed copy of this Resolution to the Fairfield County Engineer.

Prepared by: Cheryl Downour  
cc: Engineering Department

Signature Page

Resolution No. 2025-01.07.aa

A Resolution to Authorize the Use of Force Account by the Fairfield County Engineer.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024.**

**WHEREAS,** The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the drainage repairs; and

**WHEREAS,** The Drainage Maintenance fund has received funds from the assessments to cover these administrative costs which have been deposited into the drainage maintenance fund as required; and

**WHEREAS,** it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the drainage maintenance fund; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$10,756.18 into the following category:

\$133.06	30205700-Contractual Services
\$81.83	30234800-Contractual Services
\$337.82	30245000-Contractual Services
\$51.49	30249300-Contractual Services
\$336.40	30249600-Contractual Services
\$510.23	30260500-Contractual Services
\$54.79	30260800-Contractual Services
\$117.66	30265900-Contractual Services
\$1,558.75	30269200-Contractual Services
\$37.66	30269300-Contractual Services
\$189.61	30269600-Contractual Services
\$780.44	30281000-Contractual Services
\$2,014.96	30281100-Contractual Services
\$306.17	30281400-Contractual Services
\$326.45	30281500-Contractual Services
\$711.40	30282700-Contractual Services
\$482.61	30282900-Contractual Services

**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024.**

\$1,357.64	30283000-Contractual Services
\$337.57	30283100-Contractual Services
\$507.66	30283200-Contractual Services
\$521.98	30283700-Contractual Services

**Section 2.** The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

**Memo Receipt as reference:**

16202401-434000      \$10,756.18

**Memo Expenditure as referenced:**

Vendor:      Fairfield County Engineer's Office  
Amount:      \$10,756.18  
Paid:          12/27/2024

\$133.06	30205700-543000
\$81.83	30234800-543000
\$337.82	30245000-543000
\$51.49	30249300-543000
\$336.40	30249600-543000
\$510.23	30260500-543000
\$54.79	30260800-543000
\$117.66	30265900-543000
\$1,558.75	30269200-543000
\$37.66	30269300-543000
\$189.61	30269600-543000
\$780.44	30281000-543000
\$2,014.96	30281100-543000
\$306.17	30281400-543000
\$326.45	30281500-543000
\$711.40	30282700-543000
\$482.61	30282900-543000
\$1,357.64	30283000-543000

2025-01.07.bb

**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024.**

\$337.57	30283100-543000
\$507.66	30283200-543000
\$521.98	30283700-543000

Prepared by: Julie Huggins  
cc: Engineer



**A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024.**

---

**For Auditor's Office Use Only:**

\$133.06	30205700-543000
\$81.83	30234800-543000
\$337.82	30245000-543000
\$51.49	30249300-543000
\$336.40	30249600-543000
\$510.23	30260500-543000
\$54.79	30260800-543000
\$117.66	30265900-543000
\$1,558.75	30269200-543000
\$37.66	30269300-543000
\$189.61	30269600-543000
\$780.44	30281000-543000
\$2,014.96	30281100-543000
\$306.17	30281400-543000
\$326.45	30281500-543000
\$711.40	30282700-543000
\$482.61	30282900-543000
\$1,357.64	30283000-543000
\$337.57	30283100-543000
\$507.66	30283200-543000
\$521.98	30283700-543000

Prepared by: Julie Huggins  
cc: Engineer

CODE	NAME	AMOUNT
2057	BALLARD LANE	\$133.06
2348	GREENCASTLE HEIGHTS	\$81.83
2450	FOREST GREEN	\$337.82
2493	HICKORY RIDGE ESTATES	\$51.49
2496	DAYSPRINGS	\$336.40
2605	CRESCENT COVE	\$510.23
2608	HOCKING RUN ESTATES	\$54.79
2659	RAVINES AT TOLLGATE	\$117.66
2692	SADDLEBROOK FARMS	\$1,558.75
2693	SAGAMOORE	\$37.66
2696	COOK'S POND	\$189.61
2810	HAAF FARMS	\$780.44
2811	FAIRFIELD FARMS	\$2,014.96
2814	HEATHER LAKE	\$306.17
2815	SLATE RIDGE	\$326.45
2827	MEADOWMOORE	\$711.40
2829	SPRING CREEK	\$482.61
2830	VIOLET MEADOWS	\$1,357.64
2831	WINDING CREEK	\$337.57
2832	WOODSTREAM	\$507.66
2837	HERON CROSSING	\$521.98
	TOTAL	\$10,756.18



## Cost Data Sheet

**Date:** 10/03/24      **Location:** Saddlebrook Farms  
**Township:** Liberty  
**Section**  
**Phase**  
**Code** 2692

### Description of Work

cut trees from pond outlet/removed wood block from v cb36      12/2 - 12/4 Cut/Chipped trees on easment pond outlet  
 10/24 removed skids and trees from outlet      12/16 checked outlet of pond  
 11/12checked outlet of pond  
 11/14 cleaned outlet of pond

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
<b>\$0.00</b>					

### Equipment

Description	Supplier	Miles Hours*	Price Ea.	Total	Invoice
chipper#316 odot#340	FCEO	3	\$18.70	\$56.10	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
tr#49 odot#253		84	\$1.10	\$92.40	
tr#16 odot# 221		12	\$0.35	\$4.20	
tr#78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
<b>\$152.70</b>					

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	14.5	\$28.50	\$413.25	\$123.98	\$204.15	\$741.37	
Nick Townsend	13	\$28.50	\$370.50	\$111.15	\$183.03	\$664.68	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>\$1,406.05</b>							

**Total Daily Cost**

**\$1,558.75**

Sheet Completed By: JCovell  
 sheet Completed By: Jcasto

## Cost Data Sheet

**Date:** 10/04/24      **Location:** Spring Creek  
**Township:** Violet  
**Section:**  
**Phase:**  
**Code:** 2829

### Description of Work

Weedeat Sec1 BB1-BB2 outlet      12/16 checked basins  
 11/13 checked basins  
 9/18 FSW Spray SEC1 Ph1 Basin outlet  
 12/11 checked basins

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
Spray INV# 2024-31	FSW	1	\$65.99	\$65.99	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$65.99</b>

### Equipment

Description	Hours*	Miles	Price Ea.	Total	Invoice
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
tr#49 odot#253	65		\$1.10	\$71.50	
tr#16 odot# 221	0		\$0.35	\$0.00	
tr#78 odot# 270*	0		\$3.50	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
					<b>\$71.50</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Nick Townsend	2.5	\$28.50	\$71.25	\$21.38	\$35.20	\$127.82	
Josh Casto	4.25	\$28.50	\$121.13	\$36.34	\$59.84	\$217.30	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$345.12</b>

### **Total Daily Cost**

**\$482.61**

Sheet Completed By: JCovell  
 sheet Completed By: Jcasto

## Cost Data Sheet

**Date:** 10/09/24      **Location:** GreenCastle Heights  
**Township:** Bloom  
**Section**  
**Phase**  
**Code** 2348

### Description of Work

cut trees off headwall 1  
installed 6" internal coupler on underdrain

### Materials

DESCRIPTION	Suppler	Units	Price Ea.	Total	Invoice
6" Internal Coupler	FCEO	1	\$4.59	\$4.59	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$4.59</b>

### Equipment

Description	Miles	Hours*	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
tr#49 odot#253		6	\$1.10	\$6.60	
tr#16 odot# 221		0	\$0.35	\$0.00	
tr#78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$6.60</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jeff Covell	0	\$26.51	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1.5	\$26.25	\$39.38	\$11.81	\$19.45	\$70.64	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$70.64</b>

### **Total Daily Cost**

**\$81.83**

Sheet Completed By: JCovell  
sheet Completed By: Jcasto

## Cost Data Sheet

**Date:** 10/10/24      **Location:** Hocking Run Estates  
**Township:** Bloom  
**Section:**  
**Phase:**  
**Code:** 2608

### Description of Work

cut brush off HW 9  
 Ditched out the outlet pipe HW 9

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

### Equipment

Description	Miles	Hours*	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
tr#49 odot#253		7	\$1.10	\$7.70	
tr#16 odot# 221		0	\$0.35	\$0.00	
tr#78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$7.70</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jeff Covell	0	\$26.51	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$26.25	\$26.25	\$7.88	\$12.97	\$47.09	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$47.09</b>

### **Total Daily Cost**

**\$54.79**

Sheet Completed By: JCovell  
 sheet Completed By: Jcasto



## Cost Data Sheet

**Date:** 10/17/24      **Location:** Hickory Ridge Estates  
**Township:** GreenField  
**Section:**  
**Phase:**  
**Code:** 2493

### Description of Work

cut trees off outlet pipe

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

### Equipment

Description	Hours*	Miles	Price Ea.	Total	Invoice
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
tr#49 odot#253	4		\$1.10	\$4.40	
tr#16 odot# 221	0		\$0.35	\$0.00	
tr#78 odot# 270*	0		\$3.50	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
					<b>\$4.40</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jeff Covell	0	\$26.51	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$26.25	\$26.25	\$7.88	\$12.97	\$47.09	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$47.09</b>

**Total Daily Cost** **\$51.49**

Sheet Completed By: JCovell  
sheet Completed By: Jcasto











# Cost Data Sheet

**Date:** 10/30/24      **Location:** WoodStream  
**Township:** violet  
**Section**  
**Phase**  
**Code** 2832

## Description of Work

weedeat Sec3 ex HW off CB 1      12/11 cleaned basins  
 11/13 cleaned basins  
 11/14 cleaned basins  
 11/26 cleaned basins

## Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
				<b>\$0.00</b>	

## Equipment

Description	Hours*	Miles	Price Ea.	Total	Invoice
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
	40		\$1.10	\$44.00	
tr#49 odot#253	10		\$0.35	\$3.50	
tr#16 odot# 221	0		\$3.50	\$0.00	
tr#78 odot# 270*	0		\$0.00	\$0.00	
	0		\$0.00	\$0.00	
				<b>\$47.50</b>	

## Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	4.5	\$28.50	\$128.25	\$38.48	\$63.36	\$230.08	
Nick Townsend	4.5	\$28.50	\$128.25	\$38.48	\$63.36	\$230.08	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
						<b>\$460.16</b>	

**Total Daily Cost**

**\$507.66**

sheet Completed By: Jcasto  
 sheet Completed By: Ntownsend













## Cost Data Sheet

**Date:** 11/13/24      **Location:** Crescent Cove  
**Township:** Walnut  
**Section:**  
**Phase:**  
**Code:** 2605

### Description of Work

checked basin                      12/16 checked pond and pipe  
 11/18 Mowed easement  
 12/11 checked pond & pipe

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

### Equipment

Description	Miles	Hours*	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
tr#49 odot#253		92	\$1.10	\$101.20	
tr#16 odot# 221		0	\$0.35	\$0.00	
tr#78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$101.20</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	4	\$28.50	\$114.00	\$34.20	\$56.32	\$204.52	
Nick Townsend	4	\$28.50	\$114.00	\$34.20	\$56.32	\$204.52	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$409.03</b>

### **Total Daily Cost**

**\$510.23**

sheet Completed By: Jcasto  
 sheet Completed By: Ntownsend







## Cost Data Sheet

**Date:** 11/26/24      **Location:** Ballard Lane  
**Township:** Walnut  
**Section**  
**Phase**  
**Code** 2057

### Description of Work

11/26 checked lane/pump house  
 12/16 checked lane and pump house

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

### Equipment

Description	Miles	Hours*	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
tr#49 odot#253		28	\$1.10	\$30.80	
tr#16 odot# 221		0	\$0.35	\$0.00	
tr#78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$30.80</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	1	\$28.50	\$28.50	\$8.55	\$14.08	\$51.13	
Nick Townsend	1	\$28.50	\$28.50	\$8.55	\$14.08	\$51.13	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$102.26</b>

**Total Daily Cost**

**\$133.06**

sheet Completed By: Jcasto  
 sheet Completed By: Ntownsend



## Cost Data Sheet

**Date:** 12/12/24      **Location:** Sagamoore  
**Township:** Violet  
**Section**  
**Phase**  
**Code** 2693

### Description of Work

12/11 Checked basin

### Materials

DESCRIPTION	Supplier	Units	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$0.00</b>

### Equipment

Description	Miles	Hours*	Price Ea.	Total	Invoice
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
tr#49 odot#253		11	\$1.10	\$12.10	
tr#16 odot# 221		0	\$0.35	\$0.00	
tr#78 odot# 270*		0	\$3.50	\$0.00	
		0	\$0.00	\$0.00	
		0	\$0.00	\$0.00	
					<b>\$12.10</b>

### Wages

Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Josh Casto	0	\$28.50	\$0.00	\$0.00	\$0.00	\$0.00	
Nick Townsend	0.5	\$28.50	\$14.25	\$4.28	\$7.04	\$25.56	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sam Hammack	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jake Taylor	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<b>\$25.56</b>

### **Total Daily Cost**

**\$37.66**

sheet Completed By: Jcasto  
 sheet Completed By: Ntownsend

DMD  
10-24-24  
R

**BALTIMORE BUILDERS SUPPLY ACE HOME CENTER**  
**8865 LANCASTER KIRKERSVILLE RD**  
**P.O. BOX 172**  
**BALTIMORE, OH 43105**  
**PHONE: (740) 862-0116**

PAGE NO 1

CUST NO: 12369    JOB NO: 001    PURCHASE ORDER: 24007310    REFERENCE: PO # 24007310    TERMS: NET 10TH    CLERK: RH    DATE / TIME: 10/24/24 2:13  
 SOLD TO: FAIRFIELD COUNTY ENGINEER    SHIP TO: FAIRFIELD CTY ENG/DMD  
 3026 W. FAIR AVE.    3026 W. FAIR AVE.  
 LANCASTER OH 43130    LANCASTER OH 43130    TAX: NT NONTAXABLE

**INVOICE: 188016/1**

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	7000551D	MS291 W/ 20" BAR AND CHAIN		1	599.99 /EA	599.99 N
				under 1000.00					

(JOSH CASTO)  
 \*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*    599.99

TAXABLE    0.00  
 NON-TAXABLE    599.99  
 SUBTOTAL    599.99

TAX AMOUNT    0.00  
**TOTAL    599.99**



Inv# 188016/1    \$599.99  
 BALTIMORE BUILDERS SUPPLY &  
 10/24/2024 # Pages 1    FP1 DOC308S1365  
 PO# 24007310

*[Signature]*  
 Received By



DMD

R

11-1-24

**MENARDS - LANCASTER**  
1425 Ety Pointe Dr.  
Lancaster, OH 43130

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 01/30/25

If you have questions regarding the  
charges on your receipt, please  
email us at:  
LNCTfrontend@menards.com



Sale Transaction

SPECIALTY GRIP LG	
6605906	21.98
HYDRAHYDE GRAIN LTHR GLV	
6607977	15.99
MENARD REBATE NO: 6359458583	37.97-
<b>Remaining Balance: \$33.26</b>	

TOTAL SALE	0.00
------------	------

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING REBATE RECEIPTS WERE  
PRINTED FOR THIS TRANSACTION:  
3050

THANK YOU, YOUR CASHIER, Christina

21900 08 4656 11/01/24 10:52AM 3234

DMD

**BALTIMORE BUILDERS SUPPLY ACE HOME CENTER**  
**8865 LANCASTER KIRKERSVILLE RD**  
**P.O. BOX 172**  
**BALTIMORE, OH 43105**  
**PHONE: (740) 862-0116**

11-18-24 R

CUST NO: 12369    JOB NO: 001    PURCHASE ORDER: 24007310    REFERENCE: PO # 24007310    TERMS: NET 10TH    CLERK: KAS    DATE / TIME: 11/18/24 12:51

DUE DATE: 12/10/24    TERMINAL: 554

SOLD TO:  
 FAIRFIELD COUNTY ENGINEER  
 3026 W. FAIR AVE.

SHIP TO:  
 FAIRFIELD CTY ENG/DMD  
 3026 W. FAIR AVE.

LANCASTER OH 43130

LANCASTER OH 43130

TAX: NT NONTAXABLE

# INVOICE: 188551/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	7001405D	3 LB .095 "X" TRIMMER LINE		1	46.99 /EA	46.99 N
2	1	1	EA	4000288D	STIHL WOODCUTTER BAR OIL GAL		1	19.99 /EA	19.99 N

TAXABLE 0.00  
 NON-TAXABLE 66.98  
 SUBTOTAL 66.98

(JOSH CASTO)  
 \*\* AMOUNT CHARGED TO STORE ACCOUNT \*\* 66.98

TAX AMOUNT 0.00  
**TOTAL 66.98**

TOT WT: 0.00

**xNo Signature Required**  
 Received By

DMD  
Supply

12-4-24  
R

**MENARDS - LANCASTER**  
1425 Ety Pointe Dr.  
Lancaster, OH 43130

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 03/04/25

If you have questions regarding the  
charges on your receipt, please  
email us at:  
LNCTfrontend@menards.com



Sale Transaction

ORANGE FORESTRY HELMET		
2391901	2 @27.30	54.60
MENARD REBATE NO: 6362092117		54.60-
<b>Remaining Balance: \$180.98</b>		

TOTAL SALE 0.00

TOTAL NUMBER OF ITEMS = 3

THANK YOU, YOUR CASHIER, Vanessa

21914 04 3129 12/04/24 08:23AM 3234

Signature Page

Resolution No. 2025-01.07.bb

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 12/27/2024.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements**

**WHEREAS**, the ODOT project requires an additional cost for Intersection Improvements ODOT-110862 expenses to the engineers; and

**WHEREAS**, it is necessary to transfer the cash to meet obligations.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

16202401 Construction in Progress \$116,174.33

**Section 2.** County Auditor is authorized to create an account-to-account transfer:

From: 16202401 Construction in Progress	\$116,174.33
To: 16202401 Transfers	\$116,174.33

**Section 3.** That the fund to fund in the amount of \$116,174.33 is hereby authorized as follows:

From: 16202401-700000	Transfers Out	\$116,174.33
To: 16344506-439100-55954	Transfers In	\$116,174.33

**Section 4.** County Auditor is authorized to appropriate from unappropriated funds as below:

16344506 Construction in Progress \$116,174.33

---

Prepared by: Julie Huggins  
cc: Engineer's

**A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements**

For Auditor's use only

**Section 1:**

16202401-573600      \$116,174.33

**Section 2:**

From: 16202401-573600	\$116,174.33
To: 16202401-700000	\$116,174.33

**Section 4.** 16344506-573600-55954      \$116,174.33

**Section 5.** Request the County Auditor on behalf of the Budget Commission, to increase the original certificate by \$116,174.33 and issue an additional amended certificate in the amount of \$116,174.33 to the credit of (3445) ODOT fund for a total amended certificate of \$116,174.33.

**Section 6.** Request that the County Auditor update the receipt line item as follows:

16344506-439100-55954	Intersection Improvements PID 110862
\$116,174.33	

Prepared by: Julie Huggins  
cc: Engineer's

Signature Page

Resolution No. 2025-01.07.cc

A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2050 Subdivision and

**WHEREAS**, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$500.00    30205700-Contractual Services

---

Prepared by: Julie Huggins  
cc: Engineer



**A resolution to appropriate from unappropriated in a major  
expenditure object category SA-Ditch 2050 Subdivision for West  
Buckeye Lake/Ballard Lane expenses**

**For Auditor's Office Use Only:**

30205700-530000      \$500.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2025-01.07.dd

A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements.**

**WHEREAS**, on September 5, 2023, this Board of Commissioners awarded the Contract Bid for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements to Complete General Construction Company for a Bid of \$3,581,083.88, and

**WHEREAS**, on May 7, 2024, this Board of Commissioners approved Resolution 2024-05.07.h along with Change Order Number One increasing the Contract price from \$3,581,083.88 to \$3,610,965.64.

**WHEREAS**, on July 9, 2024 this Board of Commissioners approved Resolution 2024-07.09.aa along with Change Order Number Two increasing the Contract price from \$3,610,965.64 to \$3,682,395.42; and

**WHEREAS**, on September 17, 2024, this Board of Commissioners approved Resolution 2024-09.17.i along with Change Order Number Three increasing the Contract price from \$3,682,395.42 to \$3,724,155.46; and

**WHEREAS**, actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

**WHEREAS**, the County Engineer is requesting approval of Change Order Number Four to reflect actual quantities used to date on this project, which will increase the Contract price from \$3,724,155.46 to \$3,739,586.06.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1:** that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number Four, to increase the Contract price by \$15,430.60, making the revised cost of the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements \$3,739,586.06.

**SECTION 2:** that the Clerk of this Board return the signed copy of this Resolution and the signed Change Order to the County Engineer for further processing.

2025-01.07.ee

Prepared by: Cheryl Downour  
cc: Engineer's Office

**OFFICE OF THE COUNTY ENGINEER  
FAIRFIELD COUNTY, OHIO**

**CHANGE ORDER**

Change Order No.: 4

Change Order Date: 12/11/2024

Contract For

**FAIRFIELD COUNTY ENGINEERS OFFICE  
FAI-CR7-1.94 REFUGEE ROAD INTERSECTION SAFETY IMPROVEMENTS**

Contractor:

Complete General Construction

You are hereby requested to comply with the following changes from the contract plans and specifications:

**Description of Changes:**

1. Quantities reflect actual amounts used during construction.

**Quantity and Cost Changes:**

REF #	ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	Decrease In Price	Increase In Price
71	302	24.18	CY	ASPHALT CONCRETE BASE, PG64-22, (449) (6" THICK)	\$173.50	\$0.00	\$4,195.23
75	407	1052	GAL	NON-TRACKING TACK COAT (0.075 GAL/SY)	\$3.70	\$0.00	\$3,892.40
89	642	99	FT	REMOVAL OF PAVEMENT MARKING	\$25.00	\$0.00	\$2,475.00
90	644	0.1	MILE	EDGE LINE, 4"	\$4,933.00	\$0.00	\$493.30
91	644	0.07	MILE	CENTER LINE	\$8,396.00	\$0.00	\$587.72
92	644	19	FT	CHANNELIZING LINE, 8"	\$2.05	\$0.00	\$38.95
97	644	1	EACH	LANE ARROW	\$98.00	\$0.00	\$98.00
114	630	6	EACH	SIGN ATTACHMENT ASSEMBLY, MAST ARM	\$575.00	\$0.00	\$3,450.00
115	630	10	SF	SIGN, FLAT SHEET	\$20.00	\$0.00	\$200.00
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$15,430.60</b>

Net Change in Contract Price: \$15,430.60

The sum of \$15,430.60 is hereby added to the original contract price of \_\_\_\_\_ making the current contract price: \_\_\_\_\_ \$3,724,155.46  
\$3,739,586.06

The time provided for completion is UNCHANGED by NO calendar days.  
This document will become a supplement to the contract and all provisions of the contract apply hereto.

*ET McLucy*  
Recommended - Co. Engr./Dep. Engr.

Date: 12/17/24

*Jason Carter*  
Complete General Construction

Date: 12/13/24

\_\_\_\_\_  
Fairfield County Commissioners

Date: \_\_\_\_\_

Signature Page

Resolution No. 2025-01.07.ee

A resolution to approve a Change Order for the FAI -CR7-1.94 Refugee Road Intersection Safety Improvements.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Authorizing the Approval of Lease Amendment No. 1 with Congressman Troy Balderson at the Fairfield Center**

**WHEREAS**, The Board of County Commissioners previously approved the lease agreement with Congressman Troy Balderson per resolution 2022-11.29.k for space located at 12931 Stonecreek Drive in Pickerington known as the Fairfield Center, and

**WHEREAS**, The Board of County Commissioners previously approved the lease agreement extension with Congressman Troy Balderson per resolution 2024-12.10.q for space located at 12931 Stonecreek Drive in Pickerington known as the Fairfield Center, and

**WHEREAS**, the House of Representatives requires additional forms to be completed to enact amendment #1 to this lease, and

**WHEREAS**, Congressman Balderson, referred to in the attached lease as "Member Elect" has submitted a request for amendment #1; and

**WHEREAS**, the District Office Lease agreement with the U.S. House of Representatives details the terms and conditions for the leasing of office space located in The Fairfield Center to include a combined total area of approximately 3,995 S.F., and

**WHEREAS**, the renewal dates are effective January 3, 2025, expiring on January 2nd, 2027; and

**WHEREAS**, the amendment as attached has been approved as to form by the County Prosecutor's Office, and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Board of County Commissioners hereby approves the attached amendment #1 with the Congressman Troy Balderson and authorizes the Board President to sign.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Congressman Balderson's office, after approval.

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***



**A Resolution Authorizing the Approval of a Lease Agreement with Congressman Troy Balderson for The Fairfield Center**

**WHEREAS,** The Board of County Commissioners is committed to providing excellent government services in the northwest part of the County and has developed The Fairfield Center Complex for that purpose, and

**WHEREAS,** Congressman Troy Balderson represents Fairfield County as part of his congressional district and has determined that the Fairfield Center complex is an acceptable location for their future operations, and

**WHEREAS,** the District Office Lease agreement with the U.S. House of Representatives details the terms and conditions for the leasing of office space located in The Fairfield Center to include a combined total area of approximately 3,995 S.F., and

**WHEREAS,** the Fairfield County Facilities Director, along with the Chief of Staff for Congressman Balderson, recommend that the lease for the property located at 12931-33 Stonecreek Drive, Pickerington, Ohio, be approved as such; and

**WHEREAS,** the proposed lease agreement has been approved by the County Prosecutor as to form,

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Board of County Commissioners approves the attached Lease Agreement with Congressman Troy Balderson, as the lessee of the office space at 12931-33 Stonecreek Drive, Pickerington, Ohio, and authorizes the president of the Commission to sign the agreement.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed copy to Congressman Troy Balderson, for record.

## District Office Lease – Instructions

**NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.**

The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.

- The Member/Member-Elect is required to personally sign the documents.
- Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118<sup>th</sup> Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.
- After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.
- The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Member’s Representational Allowance.

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
  - Landlord’s name; Landlord’s address; and Member/Member-Elect’s name
- Section 1 — Insert:
  - Square footage of the leased office (if known)
  - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
  - Date lease begins (must be on or after January 3, 2023)
  - Date lease ends (must be on or before January 2, 2025)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 11” and note any rent variations in Section 11.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert any additional lease provisions.

**Note:** Sections 1-9, other than filling in the blanks, may not be altered or deleted.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 118th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_,  
(Landlord's name) (Landlord's street address, city, state, ZIP code)

(“Lessor”), and \_\_\_\_\_, a Member/Member-Elect of the U.S. House of Representatives (“Lessee”), agree as follows:

1. **Location.** Lessor shall lease to Lessee \_\_\_\_\_ square feet of office space located at \_\_\_\_\_  
(Office street address)  
in the city, state and ZIP code of \_\_\_\_\_.  
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment (“Attachment”) accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_. The term of this District Office Lease (“Lease”) may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \_\_\_\_\_, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving \_\_\_\_\_ days’ prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the “CAO”) on behalf of the Lessee.
7. **District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 118th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 3 of 3 – 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

***This District Office Lease must be accompanied with an executed District Office Lease Attachment.***

## District Office Lease Attachment- Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

**The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.**

- **The Member/Member-elect is required to personally sign the documents.**
- **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- **Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.**
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Members’ Representational Allowance.
- **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).**

## District Office Lease Attachment

(Page 1 of 5 – 118th Congress)

### SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

#### To be completed by the Lessor (required amenities):

- \* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- \* **Interior Wiring CAT 5e or Better within Leased Space.**

#### To be completed by the Lessor (optional amenities):

- Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking.       \_\_\_\_\_ Assigned Parking Spaces  
                                   \_\_\_\_\_ Unassigned Parking Spaces  
                                   General Off-Street Parking on an As-Available Basis
- Utilities. Includes: \_\_\_\_\_
- Janitorial Services. Frequency: \_\_\_\_\_
- Trash Removal. Frequency: \_\_\_\_\_
- Carpet Cleaning. Frequency: \_\_\_\_\_
- Window Washing.     Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: \_\_\_\_\_
- Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No
- Building Manager.  Onsite  On Call    Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## **District Office Lease Attachment**

(Page 2 of 5 – 118th Congress)

### **SECTION B (Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice



## **District Office Lease Attachment**

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

## **District Office Lease Attachment**

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

**District Office Lease Attachment**  
(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____ <i>Print Name of Lessor/Landlord</i>	_____ <i>Print Name of Lessee</i>
By: _____ <i>Lessor Signature</i> Name: Title:	_____ <i>Lessee Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov
---

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

## U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. **Please complete all sections below, sign and return via the email or fax number listed.**

**RETURN FORM TO:** VendorEFT@mail.house.gov **FAX NUMBER:** **(202) 225-6914**

<b>SECTION I</b>		<b>UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION</b>	
ADDRESS		US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515	
AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE	4832
		TELEPHONE NUMBER	(202) 226-2277

<b>SECTION II</b>		<b>PAYEE/COMPANY INFORMATION</b>	
NAME (AS SHOWN ON YOUR INCOME TAX RETURN)		CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required) Individual/ Sole Proprietor      C Corporation      S Corporation      Partnership      Trust/Estate  Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership) <input type="checkbox"/> <b>Exempt payee</b>	
BUSINESS NAME/DISREGARDED ENTITY NAME or DBA, IF DIFFERENT THAN ABOVE			
TYPE OF TAX IDENTIFICATION NUMBER	ENTER TAX IDENTIFICATION NUMBER	OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. <i>This name should match the name shown on the charter or other legal document creating the entity.</i> You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.)	
SOCIAL SECURITY NUMBER (or) EIN			
ADDRESS/CITY/STATE/ZIP		PURCHASE ORDER ADDRESS/CITY/STATE/ZIP	
CONTACT PERSON NAME		EMAIL	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
REMIT TO ADDRESS			

<b>SECTION III</b>		<b>FINANCIAL INSTITUTION INFORMATION</b>	
BANK NAME (Branch City, State)			
ACH COORDINATOR NAME		TELEPHONE NUMBER	
NINE-DIGIT ROUTING TRANSIT NUMBER			
DEPOSITOR ACCOUNT TITLE			
DEPOSITOR ACCOUNT NUMBER		LOCKBOX NUMBER	
TYPE OF ACCOUNT	CHECKING	SAVINGS	LOCKBOX

<b>SECTION IV</b>		<b>SOCIO-ECONOMIC INFORMATION</b>	
Type of Business	Large Business-No Socio-Economic Designations	Minority SmBusiness	Sm-Disadv/Minority Sm-Disadv Only SmMin Only
Sm-Disadvantaged Business Prog	8 (a) Firm HUBZone Program HUBZone Eligible	Emerging Small Business	Women-Owned Business
Other Preference Programs	Buy Indian Directed to JWOD Non-Profit No Preference/Not Listed	Small Business Set-Aside	Very Small Business Set-Aside
Veteran Owned Status	Non-Vet Owned SmBus Other Vet Owned SmBus	Serv-Disabled Vet Other Bus	Serv-Disabled Vet Owned SB Vet-Owned Other Bus
Size of Business:	(A) 50 or less (B) 51-100 (C) 101-250 (D) 251-500 (E) 501-750 (F) 751-1,000 (G) Over 1,000 (M) 1 million or less	(N) 1.1-2 million (P) 2.1-3.5 million (R) 3.1-5 million (S) 5.1-10 million (T) 10.1-17 million (Z) Over 17 million	

<b>SECTION V</b>		<b>CERTIFICATION OF DATA BY PAYEE/COMPANY</b>	
NAME		TITLE/POSITION	
SIGNATURE	DATE	TELEPHONE NUMBER	

## Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

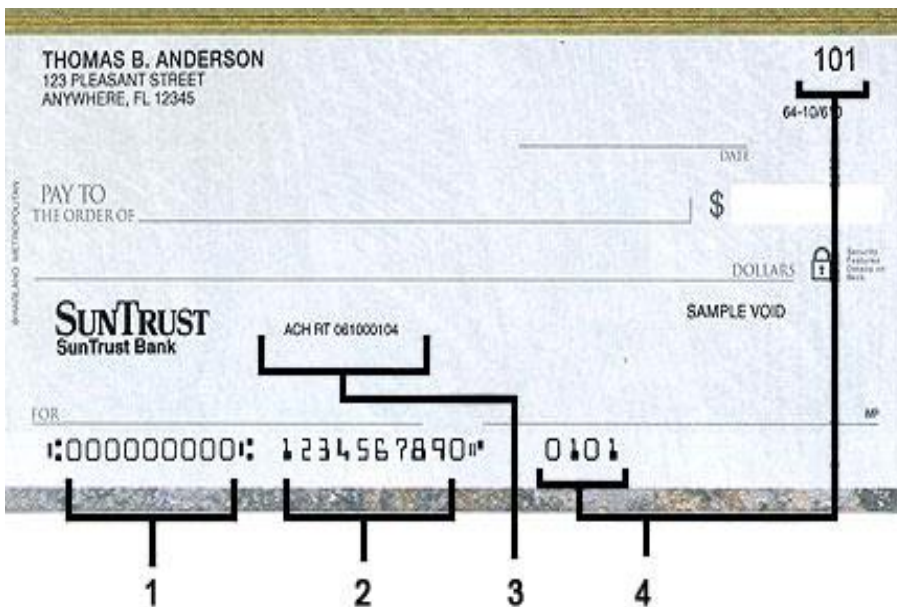
**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

### **ACH Account Information Located on a Check or Deposit Ticket**

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

## Addendum to Lease

### Early Entry

Following the execution of the Lease and prior to the commencement of the lease term, Lessor/Landlord shall allow the Office of the Chief Administrative Officer for the U.S. House of Representatives (“CAO”) and/or the Office of the House Sergeant at Arms (“SAA”) to have reasonable access to and to enter the leased space and surrounding public and common areas on behalf of the Lessee/Tenant for the purpose of assessing, constructing, and installing all cabling, wiring, equipment, apparatus, facilities and other networking, telecommunications, security materials, security devices, and security systems to be used at the leased space (“Early Entry”). Such Early Entry shall be permitted beginning \_\_\_\_\_, 20\_\_\_\_, and shall continue through the commencement date of the Lease, and shall include access and entry by contractors and subcontractors performing work on behalf of the CAO or the SAA. Early Entry by the CAO or the SAA shall be subject to the provisions of the Lease, with the exception that Lessee/Tenant’s obligation to pay rent as set forth in the Lease and any other charges required in the Lease shall not commence until the beginning of the lease term established in the Lease. At all times during the Early Entry period, neither the CAO nor the SAA shall unreasonably interfere with any activities of Lessor/Landlord in or around the leased space or the surrounding public and common areas. In the event Early Entry by the CAO or SAA interferes with Lessor/Landlord’s activities or otherwise disrupts Lessor/Landlord’s operations or the operations of other tenants, Lessor/Landlord may terminate any or all Early Entry rights of the CAO or the SAA immediately upon written notice. The CAO and/or the SAA shall be liable for any damage(s) resulting from Early Entry consistent with the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.

\_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Chief Administrative Officer,  
United States House of Representatives*

\_\_\_\_\_  
*Print Name of Lessor*

\_\_\_\_\_  
*Print Name of CAO*

Title: \_\_\_\_\_

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with Congressman  
Troy Balderson for The Fairfield Center

(Fairfield County Facilities)

Approved as to form on 11/23/2022 8:19:21 AM by Steven Darnell,

## District Office Lease – Instructions

**NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.**

The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.

- The Member/Member-Elect is required to personally sign the documents.
- Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118<sup>th</sup> Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.
- After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.
- The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Member’s Representational Allowance.

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
  - Landlord’s name; Landlord’s address; and Member/Member-Elect’s name
- Section 1 — Insert:
  - Square footage of the leased office (if known)
  - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
  - Date lease begins (must be on or after January 3, 2023)
  - Date lease ends (must be on or before January 2, 2025)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 11” and note any rent variations in Section 11.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert any additional lease provisions.

**Note:** Sections 1-9, other than filling in the blanks, may not be altered or deleted.



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 118th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and \_\_\_\_\_, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee \_\_\_\_\_ square feet of office space located at \_\_\_\_\_  
(Office street address)  
in the city, state and ZIP code of \_\_\_\_\_.  
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \_\_\_\_\_, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving \_\_\_\_\_ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 118th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

*U.S. House of Representatives*

Washington, D.C. 20515

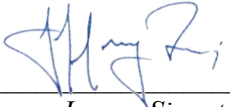
**District Office Lease**

(Page 3 of 3 – 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

\_\_\_\_\_  
*Print Name of Lessee*

By:   
\_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

11/29/2022

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

***This District Office Lease must be accompanied with an executed District Office Lease Attachment.***

## District Office Lease Attachment- Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

**The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.**

- **The Member/Member-elect is required to personally sign the documents.**
- **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- **Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.**
- **If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.**
- **Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.**
- **Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.**
- **If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.**
- **The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Members’ Representational Allowance.**
- **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).**

## District Office Lease Attachment

(Page 1 of 5 – 118th Congress)

### SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

#### To be completed by the Lessor (required amenities):

- \* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- \* **Interior Wiring CAT 5e or Better within Leased Space.**

#### To be completed by the Lessor (optional amenities):

- Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking.       \_\_\_\_\_ Assigned Parking Spaces  
                                   \_\_\_\_\_ Unassigned Parking Spaces
- General Off-Street Parking on an As-Available Basis
- Utilities. Includes: \_\_\_\_\_
- Janitorial Services. Frequency: \_\_\_\_\_
- Trash Removal. Frequency: \_\_\_\_\_
- Carpet Cleaning. Frequency: \_\_\_\_\_
- Window Washing.     Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: \_\_\_\_\_
- Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No
- Building Manager.  Onsite  On Call    Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## **District Office Lease Attachment**

(Page 2 of 5 – 118th Congress)

### **SECTION B (Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

## **District Office Lease Attachment**

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

## **District Office Lease Attachment**

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

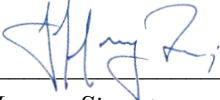
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.



**District Office Lease Attachment**  
(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____ <i>Print Name of Lessor/Landlord</i>	_____ <i>Print Name of Lessee</i>
By:  _____ <i>Lessor Signature</i>	_____ <i>Lessee Signature</i>
Name:	
Title:	
11/29/2022 _____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov
---

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

## U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. **Please complete all sections below, sign and return via the email or fax number listed.**

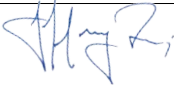
**RETURN FORM TO:** VendorEFT@mail.house.gov **FAX NUMBER:** **(202) 225-6914**

<b>SECTION I</b>		<b>UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION</b>	
ADDRESS		US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515	
AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE	4832
		TELEPHONE NUMBER	(202) 226-2277

<b>SECTION II</b>		<b>PAYEE/COMPANY INFORMATION</b>	
NAME (AS SHOWN ON YOUR INCOME TAX RETURN)		CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required) Individual/ Sole Proprietor      C Corporation      S Corporation      Partnership      Trust/Estate	
BUSINESS NAME/DISREGARDED ENTITY NAME or DBA, IF DIFFERENT THAN ABOVE			
TYPE OF TAX IDENTIFICATION NUMBER		Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership) <span style="border: 1px solid black; padding: 2px;">Exempt payee</span>	
ENTER TAX IDENTIFICATION NUMBER			
SOCIAL SECURITY NUMBER (or EIN)		OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.)	
ADDRESS/CITY/STATE/ZIP			
PURCHASE ORDER ADDRESS/CITY/STATE/ZIP			
CONTACT PERSON NAME			
EMAIL		EMAIL	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
REMIT TO ADDRESS			

<b>SECTION III</b>		<b>FINANCIAL INSTITUTION INFORMATION</b>	
BANK NAME (Branch City, State)			
ACH COORDINATOR NAME		TELEPHONE NUMBER	
NINE-DIGIT ROUTING TRANSIT NUMBER			
DEPOSITOR ACCOUNT TITLE			
DEPOSITOR ACCOUNT NUMBER		LOCKBOX NUMBER	
TYPE OF ACCOUNT	CHECKING	SAVINGS	LOCKBOX

<b>SECTION IV</b>		<b>SOCIO-ECONOMIC INFORMATION</b>	
Type of Business	Large Business-No Socio-Economic Designations	Minority	SmBusiness
Sm-Disadvantaged Business Prog	8 (a) Firm	HUBZone Program	HUBZone Eligible
Other Preference Programs	Buy Indian	Directed to JWOD Non-Profit	No Preference/Not Listed
Veteran Owned Status	Non-Vet Owned SmBus	Other Vet Owned SmBus	Serv-Disabled Vet Other Bus
Size of Business:	(A) 50 or less	(B) 51-100	(C) 101-250
	(N) 1.1-2 million	(P) 2.1-3.5 million	(R) 3.1-5 million

<b>SECTION V</b>		<b>CERTIFICATION OF DATA BY PAYEE/COMPANY</b>	
NAME		TITLE/POSITION	
SIGNATURE		DATE	11/29/2022
		TELEPHONE NUMBER	

## Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

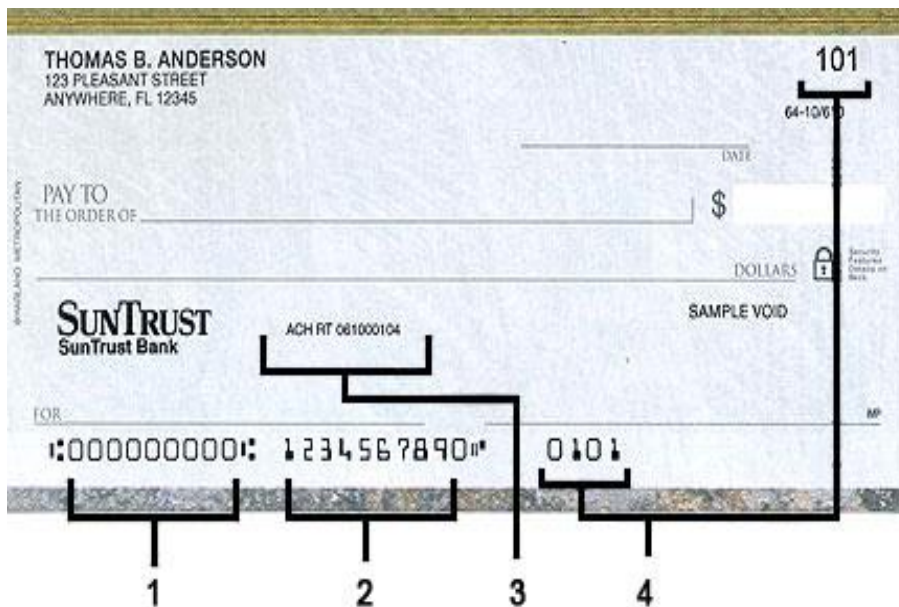
**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

### **ACH Account Information Located on a Check or Deposit Ticket**

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

## Addendum to Lease

### Early Entry

Following the execution of the Lease and prior to the commencement of the lease term, Lessor/Landlord shall allow the Office of the Chief Administrative Officer for the U.S. House of Representatives (“CAO”) and/or the Office of the House Sergeant at Arms (“SAA”) to have reasonable access to and to enter the leased space and surrounding public and common areas on behalf of the Lessee/Tenant for the purpose of assessing, constructing, and installing all cabling, wiring, equipment, apparatus, facilities and other networking, telecommunications, security materials, security devices, and security systems to be used at the leased space (“Early Entry”). Such Early Entry shall be permitted beginning \_\_\_\_\_, 20\_\_\_\_, and shall continue through the commencement date of the Lease, and shall include access and entry by contractors and subcontractors performing work on behalf of the CAO or the SAA. Early Entry by the CAO or the SAA shall be subject to the provisions of the Lease, with the exception that Lessee/Tenant’s obligation to pay rent as set forth in the Lease and any other charges required in the Lease shall not commence until the beginning of the lease term established in the Lease. At all times during the Early Entry period, neither the CAO nor the SAA shall unreasonably interfere with any activities of Lessor/Landlord in or around the leased space or the surrounding public and common areas. In the event Early Entry by the CAO or SAA interferes with Lessor/Landlord’s activities or otherwise disrupts Lessor/Landlord’s operations or the operations of other tenants, Lessor/Landlord may terminate any or all Early Entry rights of the CAO or the SAA immediately upon written notice. The CAO and/or the SAA shall be liable for any damage(s) resulting from Early Entry consistent with the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.



\_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Chief Administrative Officer,  
United States House of Representatives*

\_\_\_\_\_  
*Print Name of Lessor*

\_\_\_\_\_  
*Print Name of CAO*

Title: \_\_\_\_\_

11/29/2022

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Signature Page

Resolution No. 2022-11.29.k

A Resolution Authorizing the Approval of a Lease Agreement with Congressman Troy Balderson for The Fairfield Center

(Fairfield County Facilities)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President	Aye
Steven A. Davis, Vice President	Aye
David L. Levacy	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

# District Office Lease Amendment - Instructions

**THE OFFICE OF THE ADMINISTRATIVE COUNSEL MUST APPROVE THE DISTRICT OFFICE LEASE AMENDMENT AND ATTACHMENT PRIOR TO SIGNATURE.**

**The term for a District Office Lease Amendment for the 119th Congress may not commence prior to January 3, 2025.**

**A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.**

- **The Member/Member-elect is required to personally sign lease documents.**
- **A District Office Lease Attachment (“Attachment”) for the 119th Congress must accompany this Amendment.**
- **Prior to either party signing a District Office Lease Amendment, the Member/Member-elect must submit the proposed Amendment, accompanied by the District Office Lease Attachment for the 119th Congress (“Attachment”), to the Office of the Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.**
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation package.
- After both parties have executed an approved Lease Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance ([VendorEFT@mail.house.gov](mailto:VendorEFT@mail.house.gov); 202-226-2277).

Instructions for completing the District Office Lease Amendment (“Amendment”):

- Section 1 – Insert the time period covering the previous lease that is being amended and the office’s street address, including the city, state and ZIP.
- Section 2 – Insert the new termination date (if the lease is being extended). The Amendment must terminate on or before January 2, 2027. If the purpose of the Amendment is not to change the terminate date, insert “N/A” in the space provided.
- Section 3 – Insert the amount of monthly rent for the extended term. In the blank space, insert any changes or additions to the terms of the lease. If there are no other changes to your existing lease, write “NONE” in the space provided.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Amendment**

(Page 1 of 2 – 119th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from \_\_\_\_\_ to \_\_\_\_\_ for the lease of office space located at \_\_\_\_\_ in the city, state and ZIP of \_\_\_\_\_.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including \_\_\_\_\_. (This District Office Lease Amendment (“Amendment”) may not provide for an extension of beyond January 2, 2027, which is the end of the constitutional term of the 119th Congress.
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \_\_\_\_\_. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for the 119th Congress.** This District Office Lease Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress and the District Office Lease Attachment for the 119th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*[Signature page follows.]*

**District Office Lease Amendment**

(Page 2 of 2 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

\_\_\_\_\_  
*Print Name of Lessor/Landlord*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

***This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.***



# District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

**The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.**

**A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.**

- **The Member/Member-elect is required to personally sign lease documents.**
- **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- **Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.**
- **If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.**
- **After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final countersignature and processing.**
- **Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance ([VendorEFT@mail.house.gov](mailto:VendorEFT@mail.house.gov); 202-226-2277).**
- **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).**



## **District Office Lease Attachment**

(Page 2 of 5 – 119th Congress)

### **SECTION B (Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

## **District Office Lease Attachment**

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

## **District Office Lease Attachment**

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

**District Office Lease Attachment**  
(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____	_____
<i>Print Name of Lessor/Landlord</i>	<i>Print Name of Lessee</i>
By: _____	_____
<i>Lessor Signature</i>	<i>Lessee Signature</i>
Title: _____	
_____	_____
<i>Date</i>	<i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone _____ E-mail _____ @mail.house.gov
---

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Administrative Counsel)

# U.S. House of Representatives

## Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

### INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

**RETURN FORM TO:**

**FAX NUMBER: (202) 225-6914**

### SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515  
 AGENCY IDENTIFIER 53-6002523 AGENCY LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277

### SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN		BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN																
ADDRESS/CITY/STATE/ZIP		Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN) <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> </div>																
CONTACT PERSON NAME		PURCHASE ORDER ADDRESS/CITY/STATE/ZIP																
EMAIL		PO EMAIL																
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER															
REMIT TO ADDRESS																		
CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required) Individual/Sole Proprietor or Single Member LLC    C Corporation <b>S Corporation</b> Partnership    Trust/Estate  <b>Limited Liability Company.</b> Check the tax classification:    C corporation    S corporation    Partnership Note. For <i>single-member LLC</i> that is disregarded, check the appropriate box for the tax classification of the single-member owner.  <b>Government Entity.</b> Check the tax classification:    Federal    State    Local  Other _____			<b>Exemptions</b> (codes apply only to certain entities, not individuals):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)															

### SECTION III FINANCIAL INSTITUTION INFORMATION U.S.

BANK NAME	TELEPHONE NUMBER
NINE-DIGIT ROUTING TRANSIT NUMBER _____	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER
TYPE OF ACCOUNT	CHECKING    SAVINGS    LOCKBOX

### SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business	Large Business-No Socio-Economic Designations	Minority	SmBusiness	Sm-Disadv/Minority	Sm-Disadv Only	SmMin Only		
Sm-Disadvantaged Business Prog	8 (a) Firm	HUBZone Program	HUBZone Eligible	Emerging Small Business	Women-Owned Business			
Other Preference Programs	Buy Indian	Directed to JWOD Non-Profit	No Preference/Not Listed	Small Business Set-Aside	Very Small Business Set-Aside			
Veteran Owned Status	Non-Vet Owned SmBus	Other Vet Owned SmBus	Serv-Disabled Vet Other Bus	Serv-Disabled Vet Owned SB	Vet-Owned Other Bus			
Size of Business:	(A) 50 or less	(B) 51-100	(C) 101-250	(D) 251-500	(E) 501-750	(F) 751-1,000	(G) Over 1,000	(M) 1 million or less
	(N) 1.1-2 million	(P) 2.1-3.5 million	(R) 3.1-5 million	(S) 5.1-10 million	(T) 10.1-17 million	(Z) Over 17 million		

### SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME	TITLE/POSITION
SIGNATURE	DATE
	TELE

## Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

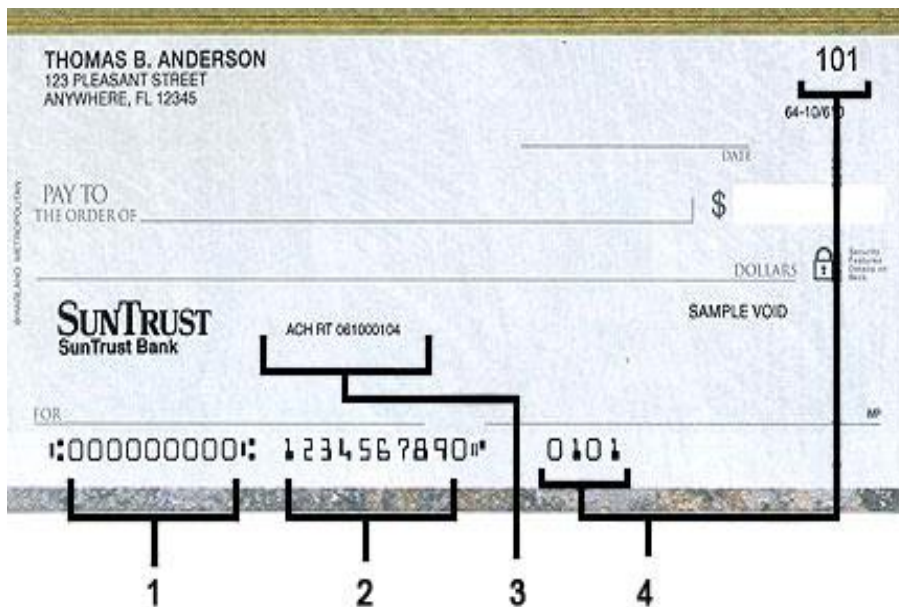
**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

### ***ACH Account Information Located on a Check or Deposit Ticket***

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.



Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of Lease Amendment No. 1 with  
Congressman Troy Balderson at the Fairfield Center

(Fairfield County Facilities)

Approved as to form on 12/23/2024 3:31:50 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.ff

A Resolution Authorizing the Approval of Lease Amendment No. 1 with  
Congressman Troy Balderson at the Fairfield Center

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Authorizing the Approval of an Agreement for the construction of a security barrier at the Sheriff's Office and Jail with McDaniels Construction Inc.**

**WHEREAS**, The Board of County Commissioners owns the building known as the Sheriff's Office and Jail located at 345 Lincoln Avenue in Lancaster; and

**WHEREAS**, the County desires to use the Equalis Cooperative Purchasing Agreement as a method to procure these services per the Master Agreement with Equalis; and

**WHEREAS**, Equalis has procured McDaniels Construction. for the purposes of security barrier construction service; and

**WHEREAS**, the Facilities Director and County Administrator have reviewed the proposals from McDaniels in the amount of \$438,344.26.00 and

**WHEREAS**, funds have been placed in the capital projects fund for the specific purpose of a security barrier project, and a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS**, the agreement with McDaniels for construction services, as attached, has been approved to form by the County Prosecutor, and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Board of County Commissioners approves the attached construction proposal in the amount of \$438,344.26 with McDaniels Construction Inc, and authorizes the board president to sign the contract documents.

## GENERAL SERVICES AGREEMENT

This AGREEMENT, made this 7th day of January 2025, by and between McDaniels Construction, and the Fairfield County Commissioners, 210 East Main Street Room 300, Lancaster, Ohio 43130 (The Board) for Construction Services in Fairfield County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

The Contractor agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work as set forth in the attached "Proposal," and further described in attached "Exhibit A."

1. Contract term (if applicable) from 01/07/2025 (Beginning Date) to 4/30/25 (Ending Date).
2. The total amount of the contract cannot exceed \$438,244.46, unless otherwise limited or expanded by amendment.
3. The Contractor will work during hours mutually agreeable and acceptable to both the Board and the Contractor.
4. The Contractor shall submit invoice(s) to the Board for work performed. Invoices will be submitted each month within 5 days of the end of the Second Monday of the month for services rendered during the month. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The Board will make payment for all invoices received in accordance with the terms of this contract. The Board will only pay for those services outlined in the attached "Proposal," and further described in attached "Exhibit A."
5. The Board shall pay the Contractor for the performance of the work as set forth in the attached "Proposal," and further described in attached "Exhibit A." Specifications pertaining to this agreement will be strictly enforced.
6. Additional charges MUST be approved by the Board liaison in writing and will be based on additional time spent to complete the Work.
7. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
8. The Contractor will supervise and direct the work; however, the Board will, at all times, have access to the work.
9. The Board reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this

Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the Board shall renegotiate the contract price to reflect the costs of the work so altered.

10. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
11. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
12. The Contractor agrees to protect, defend, indemnify, and hold the Board; its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the Board; its officers, employees, and agents in defending any action arising out of the aforementioned acts or omissions.
13. The Contractor shall not permit liens or encumbrances to be filed against the Board property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the Board's prior written consent.
14. In the event the Board provides its written consent to a Subcontractor, the Contractor shall indemnify and save the Board and the Board's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Board's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Board may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Board to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Board shall be considered as a payment made under the Agreement by the Board to the Contractor and the Board shall not be liable to the Contractor for any such payments in good faith.

15. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
16. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights of Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
17. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and The Contractor shall promptly make corrections as may be necessary by reason of such defects. The Board will give notice of observed defects with reasonable promptness. In the event that The Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, The Board may do so and charge The Contractor the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.
19. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

20. After ten (10) days from delivery of a Written Notice to The Contractor, the Board may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, The Contractor shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of the Contractor.
21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the Board shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.
22. The Contractor warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Board employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the Board. Should a conflict of interest be discovered during the term of this contract, the Board may exercise any right under this Agreement, including termination.
23. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the Board.
24. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
25. If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
26. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. All amendments and changes shall be dated and become part

of the original Agreement. The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

27. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Fairfield County Common Pleas Court, Fairfield County, Ohio.

In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the 10<sup>th</sup> Day of December 2024.

*Kenneth Jones*  
CONTRATOR

12/6/2024  
DATE

\_\_\_\_\_  
FAIRFIELD COUNTY

\_\_\_\_\_  
DATE



Exhibit A



Work Order Signature Document

**EZIQC Contract No.: COG-2147-GC3-A**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number: 118580.00      Work Order Date: 11/25/2024

Work Order Title: Fairfield County Sheriff's Security Fencing

Owner Name: Fairfield County Facilities Operations - 7381      Contractor Name: McDaniel's Construction Corp.

Contact: Jon Kochis      Contact: Ken Jones

Phone: 740-652-7961      Phone: (614) 258-1739

---

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No COG-2147-GC3-A.

Brief Work Order Description:

Four areas of fencing and gates complete with electronic controls to control pedestrian and vehicle traffic access around the building and site. Optional pricing for 4-6 bollards at both pedestrian entrances on the south side of the building.

---

**Time of Performance**

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$438,244.46**

Owner Purchase Order Number:

Approvals

	<i>Kenneth Jones</i>
Owner	Contractor
	Date
	12/6/24



# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Jon Kochis  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***

**An Administrative Approval for an Agreement for installation of fencing at the Fairfield County Jail with McDaniel's Construction Group.**

**WHEREAS**, the Fairfield County Jail is in the need of fencing and gates to control pedestrian and vehicle traffic access to the building and site; and

**WHEREAS**, McDaniel's Construction Corp. has provided a work order request for the design of the fence through the Equalis Group Cooperative Purchasing; and

**WHEREAS**, the Facilities Director and County Administrator have reviewed the proposal from McDaniel's Construction Corp. in the amount of \$26,357.95; and

**WHEREAS**, a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS**, the agreement with McDaniel's Construction Corp., for fencing design services, as attached, has been approved to form by the County Prosecutor; and

**WHEREAS**, An Administrative Approval for signing contracts up to \$75,000 is permitted as per Sections 1-3 of resolution 2023-10.10.a and all other sections of resolution 2021-11.23.b.

---

**NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The County Administrator approves the attached fencing design services with McDaniel's Construction Corp. in the amount of \$26,357.95.

**Section 2.** That attached agreement is approved, and the County Administrator is authorized to sign said agreement.

**Section 3.** The Administrator will provide a signed reproduction copy to the Facilities Director for further processing.

Prepared by: Christy Noland

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24005489 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

**B  
I  
L  
L  
T  
O**

COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

Revisions: 000

**V  
E  
N  
D  
O  
R**

MCDANIEL'S CONSTRUCTION INC  
1069 WOODLAND AVE  
COLUMBUS, OH 43219

**S  
H  
I  
P  
T  
O**

MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-258-3097		5963		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/03/2024	8009			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Emylee Noel Gussler  
E mail Address : [emylee.gussler@fairfieldcountyohio.gov](mailto:emylee.gussler@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	SHERIFF SECURITY FENCE GL Account: 12343500 - 570000	1.0	EACH	\$26,357.95	\$26,357.95
GL SUMMARY					
	12343500 - 570000			\$26,357.95	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$26,357.95 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 07/03/2024

*Carri L. Brown*

Auditor Fairfield County, OH

**Purchase Order Total \$26,357.95**

**For Department Use ONLY**

**Work Order Signature Document**

**EZIQC Contract No.: COG-2119-GC03-A**

**New Work Order**

**Modify an Existing Work Order**

Work Order Number: 118580.01

Work Order Date: 06/24/2024

Work Order Title: Fairfield County Sheriff's Security Fencing DESIGN

Owner Name: Fairfield County Facilities Operations  
- 7381

Contractor Name: McDaniel's Construction Corp.

Contact: Jon Kochis

Contact: Ken Jones

Phone: 740-652-7961

Phone: (614) 258-1739

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No COG-2119-GC03-A.

Brief Work Order Description:

Four areas of fencing and gates complete with electronic controls to control pedestrian and vehicle traffic access around the building and site. Optional pricing for 4-6 bollards at both pedestrian entrances on the south side of the building. ~~Design proposal for the fence layout, electrical connections and controls.~~

**Time of Performance**

**Liquidated Damages**

Will apply:

Will not apply:

**Work Order Firm Fixed Price: \$26,357.95**

Owner Purchase Order Number:

**Approvals**

Owner

Date

Kenneth Jones

Contractor

7/8/24

Date



**Detailed Scope of Work**

---

**To:** Ken Jones  
McDaniel's Construction Corp.  
1069 Woodland Avenue  
Columbus, OH 43219  
(614) 258-1739

**From:** Jon Kochis  
Fairfield County Facilities Operations  
240 Baldwin Drive  
Lancaster, OH 43130  
740-652-7961

**Date Printed:** June 24, 2024

**Work Order Number:** 118580.01

**Work Order Title:** Fairfield County Sheriff's Security Fencing DESIGN

**Brief Scope:** Four areas of fencing and gates complete with electronic controls to control pedestrian and vehicle traffic access around the building and site. Optional pricing for 4-6 bollards at both pedestrian entrances on the south side of the building. Design proposal for the fence layout, electrical connections and controls.

Preliminary

Revised

Final

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

McDaniel's Construction Corp., Inc is pleased to provide the following scope of work. The scope of basic professional services includes the development of a Black Picket Fence, site entry gates and electrical plans for permitting and construction.

Kenneth Jones  
Contractor

7/8/24  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

## Contractor's Price Proposal - Summary

---

**Date:** June 24, 2024

**Re:** IQC Master Contract #: COG-2119-GC03-A  
Work Order #: 118580.01  
Owner PO #:  
Title: Fairfield County Sheriff's Security Fencing DESIGN  
Contractor: McDaniel's Construction Corp.  
Proposal Value: \$26,357.95

---

---

<b>Design</b>	<b>\$20,789.32</b>
<b>No Category Input</b>	<b>\$5,568.63</b>
<b>Proposal Total</b>	<b>\$26,357.95</b>



# Contractor's Price Proposal - Detail

Date: June 24, 2024

Re: IQC Master Contract #: COG-2119-GC03-A  
 Work Order #: 118580.01  
 Owner PO #:  
 Title: Fairfield County Sheriff's Security Fencing DESIGN  
 Contractor: McDaniel's Construction Corp.  
 Proposal Value: \$26,357.95

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

## Design

1	01 22 20 00 0052		HR	Principal Architect	\$5,197.39
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				212.52	
				x	
				Factor	
				1.2228	
				=	
				Total	
					5,197.39
2	01 22 20 00 0054		HR	Architect	\$3,495.74
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				142.94	
				x	
				Factor	
				1.2228	
				=	
				Total	
					3,495.74
3	01 22 20 00 0055		HR	Principal Engineer	\$5,197.39
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				212.52	
				x	
				Factor	
				1.2228	
				=	
				Total	
					5,197.39
4	01 22 20 00 0057		HR	Engineer	\$3,155.56
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				129.03	
				x	
				Factor	
				1.2228	
				=	
				Total	
					3,155.56
5	01 22 20 00 0058		HR	Draft Person	\$3,743.24
				Installation	
				Quantity	
				40.00	
				x	
				Unit Price	
				76.53	
				x	
				Factor	
				1.2228	
				=	
				Total	
					3,743.24

**Subtotal for Design \$20,789.32**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

## No Category Input

6	01 22 20 00 0059		HR	Project Manager	\$5,568.63
				Installation	
				Quantity	
				30.00	
				x	
				Unit Price	
				151.80	
				x	
				Factor	
				1.2228	
				=	
				Total	
					5,568.63

**Subtotal for No Category Input \$5,568.63**

**Proposal Total \$26,357.95**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**Work Order Signature Document**

**EZIQC Contract No.: COG-2119-GC03-A**

**New Work Order**

**Modify an Existing Work Order**

Work Order Number: 118580.01

Work Order Date: 06/24/2024

Work Order Title: Fairfield County Sheriff's Security Fencing DESIGN

Owner Name: Fairfield County Facilities Operations  
- 7381

Contractor Name: McDaniel's Construction Corp.

Contact: Jon Kochis

Contact: Ken Jones

Phone: 740-652-7961

Phone: (614) 258-1739

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No COG-2119-GC03-A.

Brief Work Order Description:

Four areas of fencing and gates complete with electronic controls to control pedestrian and vehicle traffic access around the building and site. Optional pricing for 4-6 bollards at both pedestrian entrances on the south side of the building. ~~Design proposal for the fence layout, electrical connections and controls.~~

**Time of Performance**

**Liquidated Damages**

Will apply:

Will not apply:

**Work Order Firm Fixed Price: \$26,357.95**

Owner Purchase Order Number:

**Approvals**

7/16/24

Owner

Date

7/8/24

Contractor

Date



**Detailed Scope of Work**

---

**To:** Ken Jones  
McDaniel's Construction Corp.  
1069 Woodland Avenue  
Columbus, OH 43219  
(614) 258-1739

**From:** Jon Kochis  
Fairfield County Facilities Operations  
240 Baldwin Drive  
Lancaster, OH 43130  
740-652-7961

**Date Printed:** June 24, 2024

**Work Order Number:** 118580.01

**Work Order Title:** Fairfield County Sheriff's Security Fencing DESIGN

**Brief Scope:** Four areas of fencing and gates complete with electronic controls to control pedestrian and vehicle traffic access around the building and site . Optional pricing for 4-6 bollards at both pedestrian entrances on the south side of the building. Design proposal for the fence layout, electrical connections and controls.

Preliminary

Revised

Final

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

McDaniel's Construction Corp., Inc is pleased to provide the following scope of work. The scope of basic professional services includes the development of a Black Picket Fence, site entry gates and electrical plans for permitting and construction.

Kenneth Jones  
Contractor

7/8/24  
Date

Aundrea Mordle  
Owner

7/16/24  
Date

## Contractor's Price Proposal - Summary

---

**Date:** June 24, 2024

**Re:** IQC Master Contract #: COG-2119-GC03-A  
Work Order #: 118580.01  
Owner PO #:  
Title: Fairfield County Sheriff's Security Fencing DESIGN  
Contractor: McDaniel's Construction Corp.  
Proposal Value: \$26,357.95

---

---

<b>Design</b>	<b>\$20,789.32</b>
<b>No Category Input</b>	<b>\$5,568.63</b>
<b>Proposal Total</b>	<b>\$26,357.95</b>

# Contractor's Price Proposal - Detail

Date: June 24, 2024

Re: IQC Master Contract #: COG-2119-GC03-A  
 Work Order #: 118580.01  
 Owner PO #:  
 Title: Fairfield County Sheriff's Security Fencing DESIGN  
 Contractor: McDaniel's Construction Corp.  
 Proposal Value: \$26,357.95

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

## Design

1	01 22 20 00 0052		HR	Principal Architect	\$5,197.39
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				212.52	
				x	
				Factor	
				1.2228	
				=	
				Total	
					5,197.39
2	01 22 20 00 0054		HR	Architect	\$3,495.74
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				142.94	
				x	
				Factor	
				1.2228	
				=	
				Total	
					3,495.74
3	01 22 20 00 0055		HR	Principal Engineer	\$5,197.39
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				212.52	
				x	
				Factor	
				1.2228	
				=	
				Total	
					5,197.39
4	01 22 20 00 0057		HR	Engineer	\$3,155.56
				Installation	
				Quantity	
				20.00	
				x	
				Unit Price	
				129.03	
				x	
				Factor	
				1.2228	
				=	
				Total	
					3,155.56
5	01 22 20 00 0058		HR	Draft Person	\$3,743.24
				Installation	
				Quantity	
				40.00	
				x	
				Unit Price	
				76.53	
				x	
				Factor	
				1.2228	
				=	
				Total	
					3,743.24

**Subtotal for Design \$20,789.32**

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

## No Category Input

6	01 22 20 00 0059		HR	Project Manager	\$5,568.63
				Installation	
				Quantity	
				30.00	
				x	
				Unit Price	
				151.80	
				x	
				Factor	
				1.2228	
				=	
				Total	
					5,568.63

**Subtotal for No Category Input \$5,568.63**

**Proposal Total \$26,357.95**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

## **MASTER AGREEMENT**

*Set Aside Job Order Contracting Services in the State of  
Ohio*

**COG-2147C**

## Table of Contents

<b>Section Three Part A - General Terms and Conditions for JOC</b> .....	5
1. <b>Definitions</b> .....	5
2. <b>Scope of Work</b> .....	7
3. <b>Procedure for ordering work</b> .....	9
4. <b>Job Order Contracting Software and System License</b> .....	12
5. <b>Term of Contract and Purchase Orders Issued</b> .....	13
6. <b>Option to Bilaterally Extend Contract</b> .....	14
7. <b>Regions</b> .....	14
8. <b>Assignment of Work</b> .....	14
9. <b>Changes</b> .....	15
10. <b>Payment and Performance Bonds and Material and Workmanship Bonds</b> .....	15
11. <b>Prevailing Wage and Member Participation Requirements</b> .....	15
12. <b>Personnel</b> .....	16
13. <b>Supervision</b> .....	16
14. <b>Member’s Access to the Work</b> .....	16
15. <b>Member’s Right to Stop Work</b> .....	16
16. <b>Member’s Right to Complete Work</b> .....	16
17. <b>Review of Field Conditions</b> .....	16
18. <b>Workmanship and Quality</b> .....	17
19. <b>Permits and Filings</b> .....	17
20. <b>Architectural and Engineering Services</b> .....	17
21. <b>Shop Drawings, Product Data and Samples</b> .....	18
22. <b>Cutting and Patching</b> .....	19
23. <b>Installation</b> .....	19
24. <b>Punch List Completion</b> .....	19
25. <b>Cleaning Up</b> .....	20
26. <b>Royalties, Patents and Copyrights</b> .....	20
27. <b>Indemnification</b> .....	20
28. <b>Subcontractors</b> .....	20
29. <b>Coordination with Other Contractors</b> .....	21
30. <b>Request for Extension of Time</b> .....	21
31. <b>Buyer Delays</b> .....	21

<b>32. Construction Contract Requirement</b> .....	21
<b>33. Construction Schedule</b> .....	22
<b>34. Coordination</b> .....	22
<b>35. Condition and Delivery of Construction Material</b> .....	22
<b>36. Partial Occupancy or Use</b> .....	22
<b>37. Identification and Security Requirements</b> .....	23
<b>38. Protection of Persons and Property</b> .....	23
<b>39. Tests and Inspections</b> .....	24
<b>40. Hazardous Materials</b> .....	24
<b>41. Insurance</b> .....	25
<b>42. Certificates of Insurance</b> .....	25
<b>43. Commercial General Liability</b> .....	26
<b>44. All Builders Risk Insurance</b> .....	26
<b>45. Pollution Liability Insurance</b> .....	26
<b>46. Labor Practices</b> .....	26
<b>47. Liquidated Damages</b> .....	27
<b>48. Project Completion</b> .....	27
<b>49. Public Works</b> .....	27
<b>50. Restoration</b> .....	27
<b>51. Retention</b> .....	28
<b>52. Compliance with Laws</b> .....	28
<b>53. Rules Regulations and Codes</b> .....	28
<b>54. Severance</b> .....	28
<b>55. Worksite</b> .....	28
<b>56. Computer Software</b> .....	29
<b>57. Equal Employment Opportunity</b> .....	29
<b>58. Contract Hours And Work Safety Standards Act</b> .....	29
<b>59. Davis-Bacon Wage Act</b> .....	29
<b>60. Copeland “Anti-Kickback” Act</b> .....	29
<b>61. Solid Waste Disposal Act</b> .....	29
<b>62. Claims and Disputes</b> .....	30
<b>63. Audits</b> .....	30
<b>64. Warranty</b> .....	30



65. Material Price Spike Adjustment ..... 30

Section Three Part B - General Terms and Conditions for Master Agreement ..... 32

1 RECITALS ..... 32

2 TERMS AND CONDITIONS..... 33

## Section Three Part A - General Terms and Conditions for JOC

### 1. Definitions

**Addendum or Addenda:** The additional or modified provisions of the ITB Documents issued in writing by Cooperative Council of Governments (CCOG) prior to the receipt of Bids.

**Contract:** The written agreement, also identified as the Master Agreement, between the Contractor, CCOG, and Equalis Group identifying the Products & Services which will be made available to current and future Members; the pricing for those Products & Services; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

**Adjustment Factors:** The Contractor's proposed price adjustment to the Unit Prices as published in the Construction Task Catalog, Section Five (Construction Task Catalog). Adjustment Factors are expressed as an increase to or decrease from the published prices.

**ITB Documents:** The Invitation to Bid Set Aside Job Order Contracting Services in the State of Ohio; Section One, Part A – Introduction, Scope and Project Information; Section One, Part B – Conditions and Other Requirements; Section One, Part C – Bid Format and Submission; Section Two, Bid Submission and Required Forms; Section Three, Part A - Terms and Conditions for JOC, Part B – Terms and Conditions for Master Agreement; Attachment A Construction Task Catalogues, Region #1 CTC, Region #2 CTC, Region #3 CTC, Region #4 CTC, Region #5 CTC, and Attachment B, Technical Specifications.

**Construction Task Catalog (CTC):** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Construction Task Catalog is a registered trademark of The Gordian Group, Inc.

**Contract Documents:** This Contract; the ITB Documents (Section One, Part A – Introduction, Scope and Project Information; Section One, Part B – Conditions and Other Requirements; Section One, Part C – Bid Format and Submission; Section Two, Bid Submission and Required Forms; Section Three, Part A - Terms and Conditions for JOC, Part B – Terms and Conditions for Master Agreement; Attachment A Construction Task Catalogues, Region #1 CTC, Region #2 CTC, Region #3 CTC, Region #4 CTC, Region #5 CTC, and Attachment B, Technical Specifications., and Addenda thereto); all payment and performance bonds (if any); material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Proposal Packages, etc.) issued hereunder.

**Contractor:** The legal entity named in the award letter with which CCOG and Equalis Group has contracted and is responsible for the acceptable performance of the Contract, and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor will be deemed to be a reference to Contractor.

**Days:** Calendar days.

**Detailed Scope of Work:** A document prepared following a Joint Scope Meeting which

describes in detail the Work the Contractor will perform for a particular Purchase Order.

**Holidays:** The specific days designated by CCOG Members, or the Project Labor Agreement as legal Holidays. CCOG designates the following days as Holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, and Christmas Day.

**Joint Scope Meeting:** A meeting, normally at the Site, to discuss the Work with the Contractor to assist in the development of the Detailed Scope of Work.

**Lead Public Agency:** Means CCOG in its capacity as the government entity to advertise and solicit bids for a competitive procurement process, evaluate bids and award the contract according to state statutes.

**Non Pre-priced Task (NPP):** A task not included in the Construction Task Catalog but within the general scope and intent of this Contract.

**Member:** Any entity that has elected to participate in a CCOG or Equalis Group supplier Contract.

**Price Proposal:** The price proposal prepared by the Contractor using the Construction Task Catalog, Adjustment Factors and appropriate quantities.

**Procurement:** Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Proposal Package:** A group of documents and files consisting of the Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors, construction schedule, back-up for any Non Pre-Priced Tasks, warranty information on special equipment or materials and or other such documentation as the Member may require.

**Project:** Collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

**Purchase Order.** The document establishing the engagement by CCOG or the Member to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time.

**Request for Proposal:** The Member's written request for the Contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work.

**Responsive Respondent:** Means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation to bid or request for proposals.

**Site:** The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by CCOG or the Member.

**Solicitation:** Means an invitation to bids, a request for technical offers, a request for proposals, a

request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

**Specifications:** Means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**State:** The State of Ohio.

**Subcontractor:** Any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

**Supplemental Purchase Order:** A purchase order issued to add, delete or change Work from an existing, related Purchase Order.

**Technical Specifications:** The comprehensive listing of the Members standards for quality of workmanship and materials, and the standard for the required quality of the Work.

**Unit Price:** The price published in the Construction Task Catalog for a Task.

**Work:** The labor, material, equipment, and services necessary or convenient to the completion of Purchase Orders.

**Purchase Order Completion Time:** The period of time set forth in the Purchase Order within which the Contractor must complete the Detailed Scope of Work.

**Purchase Order Price:** The value of the approved Price Proposal and the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within the Purchase Order Completion Time.

**Vendor:** Means any provider or seller of goods and/or services that has a contractual relationship with CCOG or Equalis Group.

**Winning Supplier(s).** The contractor(s) who have been awarded a contract as a result of this ITB.

## 2. Scope of Work

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different Sites throughout the Regions. A Job Order Contract includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As Projects are identified the Member (or the Member Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Member in developing a final scope of work. The Member will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Member

with Price Proposal review, and if the Price Proposal is found to be reasonable, the Member will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

If the Job Order Proposal Package is found to be complete and reasonable, a Job Order and Purchase Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. One or more Job Orders will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Job Order. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup during and after construction. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

The Work shall be conducted by the Contractor in strict accordance with the Contract Documents. The Contractor shall maintain accurate and complete records, files and libraries of documents to demonstrate compliance with Federal, State, and local regulations, codes, applicable laws, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

All Work shall comply with any applicable standards, including those specified in the Contract Documents. If the Job Order specifies a standard which is different or more stringent, the standard used in the Job Order shall control:

- Job Order Contract Technical Specifications
  - The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines.
  - The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Member facilities.
  - Reference in the Technical Specifications or the Construction Task Catalog® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer items that will be satisfactory.

### 3. Procedure for ordering work

**Initiation of a job order:** As the need exists, CCOG (or their designated representative) will, on behalf of a Member, notify the Contractor of a Project and schedule a Joint Scope Meeting.

The Contractor will attend the Joint Scope Meeting to discuss, at a minimum:

- the general scope of the Work,
- alternatives for performing the Work and value engineering,
- access to the Site and protocol for admission,
- hours of operation,
- staging area,
- requirements for professional services, sketches, drawings, and specifications,
- requirements for catalog cuts, technical data, samples and shop drawings,
- project schedule,
- requirement for bonding
- the presence of hazardous materials, and
- date on which the Price Proposal Package is due

Upon completion of the joint scoping process, CCOG (or their designated representative), working with the Member and the Contractor, will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. CCOG (or their designated representative) will issue a Request for Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and CCOG (or their designated representative), will be the basis on which the Contractor will develop its Price Proposal and CCOG (or their designated representative) and the Member will evaluate the same. The Contractor does not have the right to refuse to perform any Task or any work in connection with a particular Project.

The Member may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Member cannot agree on the quantities required, or for any other reason as determined by the Member. In all such cases, CCOG (or their designated representative) shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

**Preparation of the Job Order Proposal Package:** The Contractor's Job Order Proposal Package shall include, at a minimum:

- Job Order Price Proposal;
- Required drawings or sketches;
- List of anticipated Subcontractors;
- Construction schedule;
- Other Member-requested documents.

The Job Order Price shall be the value of the approved Job Order Price Proposal.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

Preparation of the Job Order Price Proposal: The Contractor will prepare Job Order Price Proposals in accordance with the following:

- **Pre-priced Tasks:** A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
- **Non Pre-priced Tasks:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.
  - Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
    - Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    - If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
  - The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
    - For Work Performed with the Contractor's Own Forces:**
      - A. The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
      - B. The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
      - C. Lowest of three independent quotes for all materials
    - Total for a Non Pre-priced Task performed with Contractor's Own Forces =  $(A+B+C) \times \text{Non Pre-Priced Task Adjustment Factor}$
  - For Work Performed by Sub-contractors:**
    - $D = \text{Lowest of three Subcontractor quotes}$
    - Total for a Non Pre-priced Task performed by Subcontractors =  $D \times \text{Non Pre-Priced Task Adjustment Factor}$
- After a Non Pre-priced Task has been approved by CCOG (or their designated representative), the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- CCOG (or their designated representative) determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is

obtained shall be treated as a Reimbursable Task to be paid as required (**See Section Three: General Terms and Conditions for JOC, Article 19, Permits and filings**) the Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

The Contractor's Job Order Proposal Package shall be submitted by the date indicated on the Job Order Request for Proposal. All incomplete Job Order Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal Package may be required quickly and the due date will be so indicated on the Job Order Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal Package, the request must be submitted so that the submittal of the Job Order Proposal Package is not delayed.

**Review of the Job Order Proposal Package.**

- CCOG (or their designated representative) will evaluate the entire Job Order Proposal Package and compare it with the Detailed Scope of Work to determine the reasonableness of approach, as well as the appropriateness of the tasks and quantities proposed.
  - The means and methods of construction shall be such as the Contractor may choose; subject however, to CCOG (or their designated representative) right to reject means and methods proposed by the Contractor that:
    - Will constitute or create a hazard to the Work, or to persons or property; or
    - Will not produce finished Work in accordance with the terms of the Contract; or
    - Unnecessarily increases the price of the Job Order when alternative means and methods are available.
  - By submitting a Job Order Proposal Package, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Job Order Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to CCOG.

**Delivery of the Job Order to the Member.**

- CCOG (or their designated representative) reaches an agreement with the Contractor on the Job Order Proposal Package and any requested revision thereto, if applicable, the CCOG (or their designated representative) will deliver the Job Order for the Member's consideration.
- Each Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Job Order Contract shall be applicable



to each Job Order. The Purchase Order, issued by the Member and delivered to the Contractor constitutes the Member's acceptance of the Job Order.

- Once the Job Order has been submitted to the Member the Contractor is bound by its content.

**Review of the Job Order by the Member and Issuance of Purchase Order.**

- The Member will evaluate the entire Job Order and compare it with the Member's estimate of the Detailed Scope of Work to determine the reasonableness of approach, price, and other factors.
- The Member reserve the right to reject a Job Order or cancel a Project for any reason. The Member also reserves the right not to issue a Purchase Order if it is determined to be in the best interests of the Member. The Member may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal Package (including incidental architectural and engineering services), Subcontractor costs, and the costs to review the Job Order Proposal Package with CCOG (or their designated representative) and the Member.
- The Member may request changes to or clarifications of any part of the Job Order. The Contractor and CCOG (or their designated representative) will work together to make any requested revisions in a timely manner and resubmit a revised Job Order.
- Upon approval by the Member, the Member may issue a Notice to Proceed, a Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.
- If performance and payment bonding is required, or if a separate and /or special insurance certificate is required. The Contractor will deliver such requirements to the CCOG Member within ten (10) days of notification of the requirement.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by CCOG. The Contractor shall begin the Work for a Job Order as directed by the Member notwithstanding the absence of a fully developed Job Order Request for Proposal, Detailed Scope of Work, Job Order Proposal Package or Job Order. The Contractor shall be compensated for such Work as if the Work had been ordered under the standard procedures.

**4. Job Order Contracting Software and System License**

**Job Order Contracting Software:** The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

**JOC System License:** Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary JOC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to CCOG and the Members under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with CCOG expires or terminates, this JOC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this JOC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by CCOG or a Member, this JOC System License will take precedence.

## **5. Term of Contract and Purchase Orders Issued**

This Contract has an initial term of Two (2) year from the date on contract and a bilateral option provision for one (1) additional two-year term.

A Job Order may be issued by a Member at any time during the term of this Contract Agreement even though the Work and the payments made for such Work may occur after the term ends. All the provisions of this Contract Agreement are incorporated into each Job Order issued hereunder.

## 6. Option to Bilaterally Extend Contract

This Contract has an initial term of Two (2) year from the date on contract and a bilateral option provision for one (1) additional two-year term.

In the event the Contract Agreement expires before another bid is awarded, CCOG and the Contractor may extend the contract for an additional (1) one year term per mutual agreement.

The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until April 30, 2024). On the anniversary of this contract (i.e. May 1, 2024 and each May 1<sup>st</sup> thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the annual anniversary of the Contract, CCOG shall issue the Contractor the new Construction Task Catalog. The Contractor shall use the Construction Task Catalog in effect on the date the Proposal is due. However, the Contractor cannot delay the issuance of a Proposal to take advantage of a scheduled update of the Construction Task Catalog. In that event the Contractor shall use the Construction Task Catalog that would have been in effect without delay.

CCOG's ezIQC Contract is powered by Gordian's Construction Task Catalogs which have been created exclusively for these contracts. The Construction Task Catalog is a collection of construction and construction related tasks with pre-established Unit Prices. As part of this contract new Construction Task Catalogs will be published annually by Gordians team of data analysts who monitor the escalation and de-escalation of construction material, equipment and labor costs through multiple industry standard indicators. The issuance of new Construction Tasks Catalogs will include updated unit prices as determined through research completed by Gordian's data team. The new Construction Task Catalog will ensure competitive pricing for Members and Contractors throughout the duration of the contract.

## 7. Regions

Contractor will primarily work in the Bid Region designated. However, if both parties agree, the Contractor may work in another Bid Region at the Adjustment Factors proposed or as adjusted according to Article 5 above. If a Contractor holds multiple contracts, when performing work outside the Bid regions it will always use the contract that results in the lowest price for the Member.

Contractor shall extend all Contract terms and conditions to any new Member in the Bid Region designated, as well as any other Bid Region, throughout the Contract term.

## 8. Assignment of Work

The assignment of the Work is at the sole discretion of the Member. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

## 9. Changes

Changes to the Contract Agreement may be accomplished after execution of the Contract Agreement and without invalidating the Contract, by Change Order.

**Changes to a Job Order:** The Member reserves the right to make, in writing, at any time during the Work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. The Member, without invalidating the Job Order, may order changes in the Work by issuing a Supplemental Job Order. Changes, deletions, or additions will not invalidate the Job Order nor release the surety, if any, and the Contractor agrees to perform the Work as altered.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors and multiplied by the appropriate quantities. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## 10. Payment and Performance Bonds and Material and Workmanship Bonds

If required by the Member for a particular Job Order, the Contractor shall deliver a Payment Bond and a Performance Bond equal to the Job Order Price of such Job Order. The bonds must be in a form, and executed by a surety, acceptable to the Member. The bonds must be received before the Notice to Proceed will be issued. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

## 11. Prevailing Wage and Member Participation Requirements

If required on a Job Order, the Contractor shall pay prevailing wages to all workers in accordance with applicable laws. The wage rates used for the Construction Task Catalog® were the prevailing wage rates, if any; in effect at the time the ITB Documents were issued. In the performance of the work, however, contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation.

If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Job Order is performed in whole or in part using federal funding and Davis-Bacon Wages for that area/region apply, the Contractor shall pay Davis-Bacon Wages to all workers in accordance with applicable laws. If Davis-Bacon Wages are required on a Job Order, the requirement shall not entitle Contractor to any increased compensation.

Contractors shall meet any participation goals or requirements established by the Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Job Order Request for Proposal or Detailed Scope of Work.

## **12. Personnel**

The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the Work. During the performance of the Work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

## **13. Supervision**

The Contractor shall supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Site safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Member and shall not proceed with that portion of the Work without further written instructions from the Member.

The Contractor shall be responsible to the Member for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## **14. Member's Access to the Work**

The Contractor shall provide the Member access to the Work at all times.

## **15. Member's Right to Stop Work**

The Member may order the Contractor to stop the Work on any Job Order, or any portion thereof, at any time for any reason.

## **16. Member's Right to Complete Work**

If the Contractor has been ordered to stop the Work, the Member may, without prejudice to other remedies, have the Work completed by any available means.

## **17. Review of Field Conditions**

Before submitting a Job Order Proposal Package, the Contractor shall carefully study the Detailed Scope of Work, as well as the information furnished by the Member, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Site affecting it. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the CCOG and the Member.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to CCOG and the Member, but it is recognized that the Contractor's review is made in the

Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the CCOG and the Member.

## 18. Workmanship and Quality

The Contractor may make substitutions only with the consent of the Member.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the portions of the Work assigned to them.

## 19. Permits and Filings

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be reimbursable. The Contractor shall be compensated for the cost of the filings and permits through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors. Contractor shall submit written documentation of such fees. The 10% mark-up shall cover all costs over and above the filing and permit fees, including expeditor fees.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

It is not the Contractor's responsibility to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that any portion of the Detailed Scope of Work is at variance therewith, the Contractor shall promptly notify CCOG and the Member in writing.

## 20. Architectural and Engineering Services

Under this Contract it is expected that the level of Architecture and Engineering (A/E) services and design, if any, will be incidental to the Contract and therefore any cost associated with this is to be included in the Contractor's Adjustment Factors. If the level of A/E services for a Purchase Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to the appropriate Task in the CTC. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

The preparation of incidental drawings/plans, specifications, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Purchase Orders is part of the Scope of Work of this Contract and the cost there of will be included in the Contractor's Adjustment Factors.

## 21. Shop Drawings, Product Data and Samples

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals which are not required by the Contract Documents may be returned by the Member without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Member Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Member or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Member without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Member.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Member's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Member in writing of such deviation at the time of submittal and (1) the Member has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Member's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Member on previous submittals. In the absence of such written notice the Member's approval of a resubmission shall not apply to such revisions.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Member will specify all performance and design criteria that such services must satisfy. The Contractor shall

cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Member Manager. The Member shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Member has specified to the Contractor all performance and design criteria that such services must satisfy. The Member will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

## 22. Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Member or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Member or a separate contractor except with written consent of the Member and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Member or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## 23. Installation

Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

## 24. Punch List Completion

The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the Member. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) business days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

Punch List Work will be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages (**See Section Three: General Terms and Conditions for JOC, Article 45, Liquidated Damages**) Contract General Conditions will apply.



## 25. Cleaning Up

The Contractor shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Job Order. At completion of the Work, the Contractor shall remove from and about the Site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up, the Member may do so and the cost thereof shall be charged to the Contractor.

## 26. Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold CCOG and the Member harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Member. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Member.

## 27. Indemnification

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the CCOG, the Member, consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## 28. Subcontractors

The Contractor, as soon as practicable after award of the Job Order, shall furnish in writing to the Member the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Member will promptly reply to the Contractor in writing stating whether or not, after due investigation, Contractor has reasonable objection to any such proposed person or entity. Failure of the Member to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed Subcontractor or entity to whom the Member has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

If the Member has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Member has no reasonable objection.

## **29. Coordination with Other Contractors**

The Member reserves the right to perform construction or operations related to the Job Order with the Member's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

The Member shall provide for coordination of the activities of the Member's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Member in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Member until subsequently revised.

## **30. Request for Extension of Time**

If the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by an act or neglect of the Member, or of an employee of either, or of a separate contractor employed by the Member, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Member determines may justify delay, then the Job Order Completion Time shall be extended for such reasonable time as the Member may determine.

The Contractor agrees to make no claim for damages for the delay in the performance of any Job Order occasioned by any act or omission to act of the Member or any of their representatives, and agrees that any such claim shall be fully compensated for by an extension of time as provided herein.

## **31. Buyer Delays**

The contractor will negotiate with the Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

## **32. Construction Contract Requirement**

Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the Member. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the Member, it must be clearly defined and agreed to by the Member and the prime contractor prior to the start of the project.

### **33. Construction Schedule**

The Member retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The Member shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

### **34. Coordination**

The contractor and the Member shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

### **35. Condition and Delivery of Construction Material**

The contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

### **36. Partial Occupancy or Use**

The Member may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Member and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period

for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Member. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Member and Contractor.

Immediately prior to such partial occupancy or use, the Member and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **37. Identification and Security Requirements**

The Contractor shall comply with all identification and security requirements that the Member may establish.

### **38. Protection of Persons and Property**

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Member and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Member or anyone

directly or indirectly employed by it, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Member.

The Contractor shall not permit any part of the construction or Site to be loaded so as to endanger safety.

### **39. Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Member, or with the appropriate public authority. The Contractor shall give the Member timely notice of when and where tests and inspections are to be made so that the Member may be present for such procedures.

If the Member or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Member will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Member, and the Contractor shall give timely notice to the Member of when and where tests and inspections are to be made so that the Member may be present for such procedures. Such costs shall be at the Member's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Member.

If the Member is to observe tests, inspections or approvals required by the Contract Documents, the Member will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **40. Hazardous Materials**

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Member in writing.

The Member shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Member shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Member in writing stating whether or not it has reasonable objection to the persons or entities proposed by the Member. If the Contractor has an objection to a person or entity proposed by the Member, the Member shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written agreement of the Member and Contractor. The Job Order Completion Time shall be extended appropriately.

To the fullest extent permitted by law, the Member shall indemnify and hold harmless the Contractor, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

The Member shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Member shall indemnify the Contractor for all cost and expense thereby incurred.

#### **41. Insurance**

The contractor at their expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Ohio or another applicable jurisdiction. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that CCOG, Equalis Group and its agents have been named as additional insured. If the public agency has higher insurance than those requirements may be added as an addendum to the purchase order.

#### **42. Certificates of Insurance**

Certificates of Insurance, name and address of the contractor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed in the state in which the work is being performed under this contract. The Contractor shall give the Member a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor will add the Member as an additional insured if requested at the cost of the vendor.

<u>Contractor's Liability Insurance</u>	<u>Minimum Coverage</u>
Employer's Worker's Compensation insurance:	Statutory
Employer's liability / Bodily injury by accident Each Occurrence:	\$100,000.00
Employer's liability / Bodily injury by disease Each Employee:	\$100,000.00
Policy Limit:	\$2,000,000.00

#### 43. Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage: Minimum Coverage

- |                        |                |
|------------------------|----------------|
| • Single limit         | \$500,000.00   |
| • Unimpaired aggregate | \$1,000,000.00 |

Comprehensive automobile liability:

Minimum Coverage

Include non-ownership and hired car coverage as well as owned vehicles.

- |                                   |                |
|-----------------------------------|----------------|
| • Bodily damage Each Person       | \$1,000,000.00 |
| • Bodily damage Each Occurrence   | \$1,000,000.00 |
| • Property damage Each Occurrence | \$1,000,000.00 |

#### 44. All Builders Risk Insurance

Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to Member. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

#### 45. Pollution Liability Insurance

If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such Work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

#### 46. Labor Practices

The contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the Member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Member must be limited to only those approved by the Member.

The method and manner of performance must be stated: employees of the contractor are not employees of the Member. The level of competency of the personnel will be subject to approval by

the Member. The contractor must agree to comply with all local, state and federal laws. The contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. The contractor must establish procedures to deal with fire, theft, and storm damage. The contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the Member's employees.

Member's shall have the right to require the contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

The contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

#### **47. Liquidated Damages**

If provided for in the Invitation to Bid, CCOG or the Member may assess liquidated damages for each day after the Purchase Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between Contractor, CCOG, and the Member, that time is of the essence in all matters relating to Liquidated Damages. The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

#### **48. Project Completion**

Upon completion of the work, the contractor shall present the Member with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the Member.

If the Member discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

#### **49. Public Works**

The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

#### **50. Restoration**

The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the Member.



## 51. Retention

Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the Member and the contractor.

If the Member and the contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the contractor must provide the Member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

## 52. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

## 53. Rules Regulations and Codes

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the Member of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

The contractor must advise the Member whenever work is expected to be hazardous to Member employees or their charges (i.e. school children, citizens, etc.).

## 54. Severance

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

## 55. Worksite

The condition of the site before start-up will be agreed upon between the buyer and the contractor and will be written into the contract.

Upon prior written agreement between the contractor and the Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Member prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. The contractor agrees to provide proof of coverage and/or addition of the Member as an additional insured upon the Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the Member and be separated from other materials. The Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

#### **56. Computer Software**

The Contractor must maintain at its office for its use a computer with an internet connection. The Contractor will be furnished with a copy of the internet based eGordian® software which will allow the Contractor to generate Price Proposals. This software program contains an electronic copy of the Construction Task Catalog and allows the Contractor to select items and quantities for use in a particular Price Proposal. The software generates a Price Proposal in a preset format acceptable to the Member. There is no separate charge to the Contractor for the software and the related software training.

#### **57. Equal Employment Opportunity**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 41 CFR 60-1.4(b) which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/CFR-2011-title41-vol1/pdf/CFR-2011-title41-vol1-sec60-1-4.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

#### **58. Contract Hours And Work Safety Standards Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3701-3708 which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleII-partA-chap37.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

#### **59. Davis-Bacon Wage Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3141-3148 which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/USCODE-2003-title40/pdf/USCODE-2003-title40-subtitleII-partA-chap31-subchapIV.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted. The Member must provide Davis-Bacon or local wage rates to the contractor before work begins if they are to be used.

#### **60. Copeland "Anti-Kickback" Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3145 which is incorporated in this contract by the reference above in #41. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

#### **61. Solid Waste Disposal Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference:

<https://www3.epa.gov/wastes/conservation/tools/cpg/pdf/rcra-6002.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

## 62. Claims and Disputes

All claims or disputes between the Member and Contractor will be resolved by Member's representative.

## 63. Audits

CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

## 64. Warranty

Contractor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Contractor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the Contractor agrees to repair or replace such units at no cost to the CCOG Members.

During the warranty period, neither the final payment nor any provision of the Contract Documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice Contractor fails to comply with warranty provisions, Members may, at their option, have the defects corrected or items replaced from the best available source and the Contractor shall be liable for all related expenses incurred by the Member.

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

## 65. Material Price Spike Adjustment

Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog<sup>®</sup> was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

1. Identify the specific material that has experienced a major spike,
2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
3. Demonstrate that the spike exists by submitting a minimum of three quotes on material

supplier letterhead to show that the current price meets the “major spike” definition above.

CCOG or it’s Member, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

CCOG or it’s Member, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

***(The rest of this page is intentionally left blank)***

## Section Three Part B - General Terms and Conditions for Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties.**"

### 1 RECITALS

- A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.
- C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.
- D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.
- E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.
- F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").
- G.** CCOG issued this Invitation for Bid ("IFB") on behalf of Equalis Group Participants and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**"). CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same

to Equalis Group Participants who purchase Products & Services (“**Program Participants**”) subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## **2 TERMS AND CONDITIONS**

**2.1 Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

**2.2 Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** (“**Customer Agreement**”). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement. Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

**2.3 Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

**2.4 The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for two (2) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional two (2) year period by mutual consent (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the “**Term.**”

In the event the Master Agreement expires before another bid is awarded, CCOG, Equalis Group, and the Winning Supplier may extend the contract for an additional (1) one year term per mutual agreement

## **2.5 Formation of Contract**

- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the IFB, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final IFB response is hereby incorporated into and made part of this Master Agreement.
- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

## **2.6 Confidentiality.**

- e. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "Disclosing Party") to which a Party(ies) (the "Receiving Party") may become privy

during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

- f. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7 Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members (“**Losses**”).

**2.8 Notice & Opportunity to Defend; Limitations & Thresholds.**

- g. **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the



Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

- h. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**2.9 Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.10 Termination Rights.** The Parties shall have the termination rights set forth below.

- i. Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

- j. **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- k. **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.
- 2.11 Effects of Termination**. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.
- 2.12 Audit of Winning Supplier**. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.
- 2.13 Force Majeure**. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained

herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.14 Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier’s proposal.

- |   |   |
|---|---|
| i. If to <b>CCOG</b> :  | ii. If to <b>EQUALIS</b> :  |
| The Cooperative Council of Governments, Inc.<br><br>Attn: Board President<br><br>6001 Cochran Road, Suite 333<br><br>Cleveland, Ohio 44139<br><br>Facsimile: 440.337.0002 | Equalis Group, LLC. Attn: Eric Merkle, SVP 5550 Granite Parkway,<br><br>Suite 298<br><br>Plano, Texas 75024 |

**2.15 Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.16 Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located

in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.17 No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.18 Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.19 Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

# BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. *Provide your company's official registered name/legal name?*

McDaniel's Construction Corp., Inc

2. *Provide your companies Federal Tax ID # or Social Security #:*

31-1145406

3. *Provide your corporate address, and if different provide your bidder remittance address:*

Corporate Address: 1069 Woodland Ave

Columbus, Ohio 43219

\_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. *Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:*

Name: Kenneth Jones

Title: Sr. Project Manager

Office Phone #: 614-252-5852

Cell Phone #: 614-554-5480

Email: kjones@mcdanielsconstruction.com

5. *Provide information on your company's representative/contact person authorized to address contractual issues, including the authority to execute a contract and to whom legal notices regarding contract termination or breach should be sent:*

Name: Eric J. Girard

Title: President

Office Phone #: 614-252-5852

Cell Phone #: 614-301-8147

Email: egirard@mcdanielsconstruction.com

6. *Please provide a brief history of your company, including the year it was established:*

McDaniel's Construction Corp., Inc was established in 1985 as a MBE Bridge Painting contractor. We have expanded over 30 years of existence in Civil and General Contracting. McDaniel's Construction Corp., Inc has been a part of the Job Order Contracting for approximately 10 years.

7. *What was your annual construction volume over last three (3) years?*

\$39,214,792.00

8. *What are your overall public sector sales, excluding Federal Government, for last three (3) years?*

\$39,214,792.00

9. *What is your strategy to increase market share in the public sector?*

McDaniel's Construction Corp., Inc plans to offer JOC to our existing customers as an alternative solution to achieve their construction goals. We will also solicit new agencies and municipalities and offer our services using this platform.

10. *What differentiates your company from competitors in the public sector?*

Expertise + Equipment + Finance + Diversity = Success

That is the formula we have focused on developing the expertise and resources to help our clients realize their construction goals. Our Management staff has over 100 years of cumulative construction experience including professional engineers, operations managers, project coordinators, field supervision and tradesman, all supported by experienced and motivated accounting and administrative personnel.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

Yes

No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

Yes

No

10. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

EMR 0.47

## OSHA 300 Log Compilation

	<b>2022</b>	<b>2021</b>	<b>2020</b>
Number of Fatalities each year (Total Column G)	0	0	0
Number of Lost Work Cases (Total Column H)	0	0	0
Number of Non-lost Work Cases (Total Column I and J)	1	0	0
TOTAL OSHA 300 LOG	1	0	0
Total Employee hours Worked	115090	98262	107045
Incident Rate	1.74	0.00	0.00
DART Incident Rate	0.00	0.00	0.00



## BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise  
Respondent certifies that this firm is an MWBE Yes No  
List certifying agency: \_\_\_\_\_
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
Respondent certifies that this firm is a SBE or DBE Yes No  
List certifying agency: \_\_\_\_\_
- c. Disabled Veterans Business Enterprise (DVBE)  
Respondent certifies that this firm is an DVBE Yes No  
List certifying agency: \_\_\_\_\_
- d. Historically Underutilized Businesses (HUB)  
Respondent certifies that this firm is an HUB Yes No  
List certifying agency: \_\_\_\_\_
- e. Historically Underutilized Business Zone Enterprise (HUBZone)  
Respondent certifies that this firm is an HUBZone Yes No  
List certifying agency: \_\_\_\_\_
- f. Other  
Respondent certifies that this firm is a recognized diversity certificate holder Yes No  
List certifying agency: Minority Business Development Division

## BID FORM 5: BONDING CAPACITY STATEMENT

**Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.**

(Insert bonding company statement here)



Overmyer Hall Associates  
1200 West 12th Street  
Suite 1000  
Denver, Colorado 80202  
Tel: 303.733.1100  
Fax: 303.733.1101  
www.oha.com

# OVERMYER HALL ASSOCIATES

March 17, 2023

Re: McDaniel's Construction Corp., Inc.

To Whom It May Concern:

The undersigned surety company is pleased to confirm bonding capacity for McDaniel's Construction Corp., Inc.

McDaniel's Construction Corp., Inc. is capable of obtaining Performance and Payment Bonds in the amount of:

Single Bond Limit:	\$25,000,000
Aggregate Bond Limit:	\$50,000,000

We have the utmost confidence in the integrity and ability of McDaniel's Construction Corp., Inc. and believe the necessary financial and operational capacities exist to successfully complete projects of this size. Therefore, we are pleased to convey our recommendation.

The current surety company is Great American Insurance Company, an A.M. Best "A+" Rated company and listed on the US Treasury Listing of sureties.

Please note any request for a Performance/Payment bond will be subject to review and approval of the contract terms, conditions, bond forms, project financing, and the application of other such underwriting criteria as may be deemed pertinent at the time such bonds are requested.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with any project is a matter solely between the Surety and Contractor. We assume no liability to you or to any third party by the issuance of this letter.

Sincerely,

Jack Kehl, AFSB

## BID FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

### **Executive Contact**

Contact Person: Eric J. Girard

Title: President

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: egirard@mcdanielsconstruction.com

### **Account Manager / Sales Lead**

Contact Person: Kenneth Jones

Title: Sr. Project Manager

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: kjones@mcdanielsconstruction.com

### **Contract Management (if different than the Sales Lead)**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Billing & Reporting/Accounts Payable**

Contact Person: Patrick Wilfing

Title: CFO

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: pwilfing@mcdanielsconstruction.com

**Marketing**

Contact Person: Kenneth Jones

Title: Sr. Project Manager

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: kjones@mcdanielsconstruction.com

## BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name See attached documents
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

### Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number
N/A	

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
5. Felony Conviction Notice – Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.



On September 21, 2007, McDaniel's Construction and Mr. Moncrief executed a plea agreement wherein McDaniel's and Moncrief plead guilty to making a false statement in connection with a highway project.

The plea agreement included the facts that McDaniel's would voluntarily exclude themselves from any project that was funded in whole or part by the Federal Highway Administration. This agreement allows McDaniel's to participate in any other Federal Funded Project. The deal also included restitution, and \$105,000 payment of fines and community service. The fines and restitution have been made whole, and the community service portion of the agreement is being completed.





Department of  
Development

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

January 31, 2023

Dan Moncrief, III,  
Chairman/CEO  
McDaniel's Construction Corp., Inc.  
1069 Woodland Avenue, Columbus, OH, USA  
Columbus, OH 43211

**SUBJECT:** Certificate of Compliance Certification  
**Status:** Conditional  
**Effective Dates:** January 31, 2023 - July 31, 2023

Dear Dan Moncrief, III:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues McDaniel's Construction Corp., Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for McDaniel's Construction Corp., Inc. to maintain certification status, McDaniel's Construction Corp., Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which McDaniel's Construction Corp., Inc. has agreed.

Sincerely,

Monica L. Womack  
Chief



**Minority Business Enterprise  
Certification Letter**

February 13, 2023

DAN MONCRIEF, Chairman/CEO  
McDaniel's Construction Corp., Inc.  
1069 Woodland Avenue, Columbus, OH, USA  
Columbus, OH 43211

CERTIFICATION NUMBER: MBE - 202302-2018  
Effective Dates: February 13, 2023 - February 13, 2025

Dear DAN MONCRIEF, Chairman/CEO:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that McDaniel's Construction Corp., Inc. is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that McDaniel's Construction Corp., Inc. has been categorized under the Construction category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 83101500 - Water and sewer utilities
2. 11111600 - Stone
3. 11111500 - Dirt and soil
4. 72153900 - Building site preparation services

As a certified MBE, McDaniel's Construction Corp., Inc. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and

123:2-07. Failure to notify Development of any material change is cause for revocation of McDaniel's Construction Corp., Inc.'s MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, McDaniel's Construction Corp., Inc. must submit a completed Re-certification Application for Development's review relative to McDaniel's Construction Corp., Inc.'s eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monica L. Womack".

Monica L. Womack  
Chief, Minority Business Development Division



THIS CERTIFIES THAT

# McDaniel's Construction Corp. Inc.

\* Nationally certified by the: **OHIO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\* NAICS Code(s): 237110; 237210; 237310; 237990; 238910; 236220; 236210; 238110; 238120; 238190

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/27/2022

CN03554

Issued Date

Certificate Number

Ying McGuire  
NMSDC CEO and President

George Simms, President & CEO

07/31/2023

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# City of Columbus CERTIFICATE

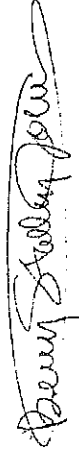
## MBE CERTIFICATION MCDANIEL'S CONSTRUCTION CORP. INC.

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a MINORITY Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 8/31/2023

Certification No: MBE-004752



Dr. Beverly Stallings-Johnson, PhD, Chief Diversity Officer



## **BID FORM 7: REFERENCES**

- a) Coleman Spohn Corporation
- b) Kevin Daugherty
- c) Columbus, Ohio 43222
- d) 614.888.9900
- e) 2 Years
- f) Renovations and Maintenance for HVAC, Electrical, Plumbing, Mechanical, Structural, Architectural Finishes
- g) **\$ 950,000.00**



## **BID FORM 7: REFERENCES**

- a) City of New Albany
- b) Mark Nemec, Director of Public Service
- c) New Albany, Ohio
- d) 614.855.0076
- e) 1 Year
- f) Solar Panel Install
- g) \$ 231,771.00



## BID FORM 7: REFERENCES

- a) IAP Government Services Group, Inc.
- b) Chris Kidwell
- c) Columbus, Ohio
- d) 614-403-6626
- e) 4 Years
- f) Maintenance, Repair, and Minor Construction for the following:
  - Ohio Department of Natural Resources
  - Ohio Department of Developmental Disabilities
  - Ohio Department of Rehabilitation and Correction
  - Ohio Department of Youth Services
- g) **1.1 Million**





## BID FORM 7: REFERENCES

- a) The Gordian Group
- b) Jonathan Schlesselman - Account Manager, Great Lakes Region
- c) Columbus, Ohio
- d) 614-499-9275
- e) 9 Years
- f) Maintenance, Repair, and Minor Construction for the following:
  - City of Columbus School
  - Ohio Department of Natural Resources
  - Ohio Department of Developmental Disabilities
  - Ohio Department of Rehabilitation and Correction
  - Rickenbacker ANG
  - Ohio Department of Youth Services
  - Ohio Department of Transportation
  - Ohio Adjutant General
- g) 1.1 Million



## **BID FORM 7: REFERENCES**

- a) Ohio Department of Rehabilitation and Correction
- b) Mary Lynn Happ - Facilities Planning Project Manager
- c) Columbus, Ohio
- d) 614-752-0160
- e) 6 Years
- f) Renovations and Maintenance for HVAC, Electrical, Plumbing, Mechanical, Structural, Architectural Finishes, Security and Civil for Warren, Lebanon, Dayton, Madison, London, Ross, and Chillicothe Correctional Facilities
- g) 2.3 Million

DR. BEVERLY STALLINGS-JOHNSON  
Chief Diversity Officer

THE CITY OF  
**COLUMBUS**  
ANDREW J. GINTHER, MAYOR  
OFFICE OF DIVERSITY  
AND INCLUSION

September 04, 2020

MCDANIEL'S CONSTRUCTION CORP. INC.  
Dan Moncrief III  
1069 Woodland Avenue  
Columbus, OH 43219

**SUBJECT: Minority Business Enterprise (MBE) Certification**  
**Certification Number: MBE-004752**  
**Effective Dates: 8/31/2020 through 8/31/2023**

Dear Mr. Dan Moncrief III:

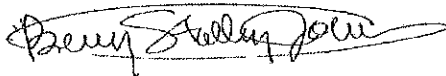
We are pleased to inform you that the City of Columbus, Office of Diversity and Inclusion has approved your application as a certified Minority Business Enterprise. After careful review of the application and supporting documentation, it was determined that MCDANIEL'S CONSTRUCTION CORP. INC. satisfactorily meets the requirements set forth in Title 39 § 3905.02 of the Columbus City Code. This certification is valid for three years from the effective start date and shall serve as the City's official certification document to this effect.

As a condition of continued certification, you must submit a completed Recertification Application and Affidavit to confirm your continued eligibility for the City of Columbus MWBE certification program. Failure to do so, prior to your certification expiration date may result in the revocation of your certification status. Any changes in the business impacting ownership, location, managerial and/or operational control, and/or minority/women-owned business status, must be reported to the City of Columbus Office of Diversity and Inclusion immediately. It is important to make our office aware of other changes in your business as well, such as company's name, business address, telephone numbers, e-mails, websites, and basic contact and commercial activity information, as soon as possible.

Your firm's participation on City of Columbus contracts will contribute to our annual MWBE Utilization Reports and further enhances our goal of creating equity in city contracting. We encourage you to share your certification status with those business with whom you may be looking to team or subcontract. Additionally, we hope that you will take full advantage of the opportunities to learn, connect, and grow with the City of Columbus.

We are excited to partner with you in fulfilling your dreams of entrepreneurship. If you need further assistance or have any questions about the City's minority/women certification program, its objectives or its operation, please contact the Office of Diversity and Inclusion at 614-645-4764.

Sincerely,



Dr. Beverly Stallings-Johnson  
Chief Diversity Officer  
City of Columbus



# City of Columbus CERTIFICATE

## MBE CERTIFICATION

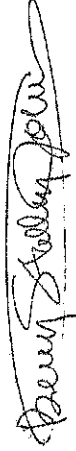
*MCDANIEL'S CONSTRUCTION CORP. INC.*

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a MINORITY Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 8/31/2023

Certification No: MBE-004752



Dr. Beverly Stallings-Johnson, PhD, Chief Diversity Officer

## BID FORM 8: AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

**Yes** We agree to consider working in areas outside of the Geographic Region.

**No** We will NOT consider working outside of the Geographic Region.

Signature

*[Handwritten Signature]*, PRESIDENT

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: McDaniel's Construction Corp., Inc

City/State/Zip: 1069 Woodland Ave, Columbus, Ohio 43219

Telephone No.: 614-252-5852

If a partnership, names and addresses of partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Notarized

Subscribed and sworn to before me this 20th day of March, 2023

Notary Public in and for the County of Fairfield

State of Ohio

My commission expires: \_\_\_\_\_

Signature: *[Handwritten Signature]*



## BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. Supplier Partner Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree?  Click a map here to enter text.  
(Initials of Authorized Representative)

### **2. Termination for Cause or Convenience**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately,

with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

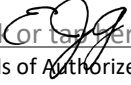
Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree?  [Click or tap here to enter text.](#)



(Initials of Authorized Representative)

**8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner

that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.


Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.


Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:	Signature On File with CCOG. <u></u>
Printed Name:	<u>Eric J. Girard</u>
Company Name:	<u>McDaniel's Construction Corp., Inc.</u>
Mailing Address:	<u>1069 Woodland Avenue, Columbus, Ohio 43219</u>
Job Title:	<u>President</u>

THE CITY OF  
**COLUMBUS**

ANDREW J. GINTHER, MAYOR

DEPARTMENT OF BUILDING  
AND ZONING SERVICES

DAN MONCRIEF III  
1069 WOODLAND AVE  
COLUMBUS, OH 43219

Andrew J. Ginther, Mayor  
The City of Columbus, Ohio  
**GENERAL CONTRACTOR REGISTRATION**  
**DAN MONCRIEF III**  
MCDANIELS CONSTRUCTION CORP INC  
REGISTRATION# G00954  
Scott Messer, Director  
*Scott Messer*  
Expires 8/31/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio  
**GENERAL CONTRACTOR  
REGISTRATION**

**DAN MONCRIEF III**  
**MCDANIELS CONSTRUCTION CORP INC**

REGISTRATION # **G00954**

EXPIRES **8/31/2023**

By: Scott Messer, Director

*Scott Messer*

Print Date: 7/20/2022

THE CITY OF  
**COLUMBUS**

ANDREW J. GINTHER, MAYOR

DEPARTMENT OF BUILDING  
AND ZONING SERVICES

DAN MONCRIEF III  
1069 WOODLAND AVE  
COLUMBUS, OH 43219

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**DEMOLITION CONTRACTOR  
REGISTRATION**

**DAN MONCRIEF III**

**MCDANIELS CONSTRUCTION CORP INC**

REGISTRATION# **D00032**

Scott Messer, Director

*Scott Messer*

Expires 8/31/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**DEMOLITION CONTRACTOR  
REGISTRATION**

**DAN MONCRIEF III**

**MCDANIELS CONSTRUCTION CORP INC**

REGISTRATION # **D00032**

EXPIRES **8/31/2023**

By: Scott Messer, Director

*Scott Messer*

Print Date: 7/20/2022

## BID FORM 11: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: McDaniel's Construction Corp., Inc.

Title of Authorized Representative: President

Mailing Address: 1069 Woodland Ave, Columbus, Ohio 43219

Signature: *Eric J. Gerard*

## BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

*Eric J. Girard*

\_\_\_\_\_  
Signature of Respondent

Jun 8, 2023

\_\_\_\_\_  
Date

---

### Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

*Eric J. Girard*

\_\_\_\_\_  
Signature of Respondent

Jun 8, 2023

\_\_\_\_\_  
Date

## BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG ITB MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's submission being deemed nonresponsive to this ITB.**

I, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.



**AND**

I Eric J. Girard (insert signature of representative of authorized representative),  
hereby certify and affirm that McDaniel's Construction Corp., Inc (insert  
*company name*), either is not subject to a finding for recovery under ORC Section 9.24, or has taken  
appropriate remedial steps required under that statute to resolve any findings for recovery, or  
otherwise qualifies under that section to enter into contracts with CCOG.

# BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

## **16. Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

## **17. Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: *Eric J. Grand*  
Date: Click or tap here to enter text.

## BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

## BID FORM 16: MANDATORY DISCLOSURES

### **1. *Mandatory Contract Performance Disclosure.***

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No Claims

### **2. *Mandatory Disclosure of Governmental Investigations.***


Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No Actions Against

# BID FORM 17: MASTER AGREEMENT SIGNATURE FORM

**BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	McDaniel's Construction Corp., Inc.
Address	1069 Woodland Ave
City/State/Zip	Columbus, Ohio 43219
Phone Number	614-252-5852
Email Address	egirard@mcdanielsconstruction.com
Printed Name	Eric J. Girard
Job Title	President
Authorized Signature	

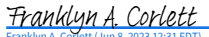
## Initial Term of the Master Agreement


Contract Effective Date:	June 1, 2023
Contract Expiration Date:	May 31, 2025
Contract Number:	<b>COG-2147C</b>

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By:	 <small>Franklyn A. Corlett (Jun 8, 2023 12:31 EDT)</small>
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	Jun 8, 2023

By:	 <small>Eric Merkle (Jun 8, 2023 13:16 EDT)</small>
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	Jun 8, 2023

# APPENDIX A: PRODUCTS & SERVICES; PRICING

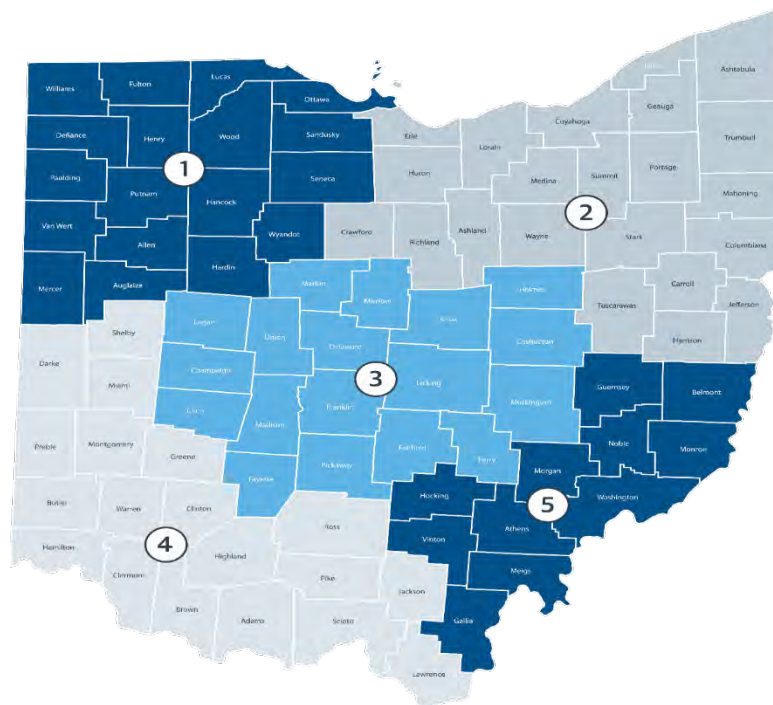
The following terms and conditions will apply to any purchase or utilization of the Products & Services from Contractor. This Appendix may be modified at any time with the mutual written consent of the Contractor and Equalis.

## 1. Products & Services

Contractor is contracted to provide Members any and all tasks associated with the appropriate Construction Task Catalog (the "CTC") for the region in Ohio the Contractor is authorized to perform through the applicable Job Order Contracting Contracts ("JOC Contract"). The table below provides a summary of the scope of services Contractor was awarded. These JOC Contracts define the Products & Services Contractor is making available to Members and in which geographic regions ("Region").

JOC Contracts	Product & Services	Region
COG-2147-GC3-A	General Construction	3
COG-2147-GC4-A	General Construction	4
COG-2147-GC5-A	General Construction	5

(a) **Map of Geographic Regions**. The geographic reach of each contract's Region is identified in the following map.



(b) **Ohio County Listings by Region.** The geographic reach of each contract’s Region is identified by the following county listing by region.

**Region #1**

Williams	Fulton	Lucas	Defiance	Henry	Wood
Ottawa	Sandusky	Paulding	Putnam	Hancock	Seneca
Van Wert	Allen	Mercer	Auglaize	Hardin	Wyandot

**Region #2**

Erie	Lorain	Cuyahoga	Lake	Ashtabula	Huron
Medina	Summit	Geauga	Trumbull	Crawford	Richland
Ashland	Wayne	Stark	Portage	Mahoning	Columbiana
Tuscarawas	Carroll	Jefferson	Harrison		

**Region #3**

Marion	Morrow	Knox	Holmes	Logan	Union
Delaware	Licking	Coshocton	Champaign	Clark	Madison
Franklin	Fayette	Pickaway	Fairfield	Perry	Muskingum

**Region #4**

Dark	Shelby	Miami	Preble	Montgomery	Greene
Butler	Warren	Clinton	Hamilton	Clermont	Brown
Highland	Adams	Ross	Pike	Scioto	Jackson
Lawrence					

**Region #5**

Guernsey	Belmont	Noble	Monroe	Morgan	Washington
Hocking	Athens	Vinton	Meigs	Gallia	

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Contractor and Equalis.

**2. Pricing for Products & Services**

Pricing is made available to Members on a per unit basis for the tasks outlined in the CTC (“Per Unit Pricing”). Contractor’s Per Unit Pricing is determined by multiplying the appropriate Per Unit Price appearing in the appropriate regional CTC by the Contractor’s appropriate Adjustment Factor in the corresponding geographic region (“Regional Adjustment Factor”). The Adjustment Factors made available in each Region for Services are included in the following table.

Contract #	Trade	Normal Working Hours Prevailing Wage	Other than Normal Working Hours Prevailing Wage	Normal Working Hours Non-Prevailing Wage	Other than Normal Working Hours Non-Prevailing Wage	Non Pre-Priced Adjustment Factor
COG-2147-GC3-A	General Construction	1.1499	1.1749	1.1499	1.1749	1.1999
COG-2147-GC4-A	General Construction	1.1499	1.1749	1.1499	1.1749	1.1999
COG-2147-GC5-A	General Construction	1.1499	1.1749	1.1499	1.1749	1.1999

Each JOC Contract awarded to the Contractor may contain different Adjustment Factors based on geographic cost factors.













# Agreement - CCOG and McDaniels (SA23 Master) draft 2023.06.02


Final Audit Report

2023-06-08


Created:	2023-06-06
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApUvR1d_RDI5wXttjW9FTya4XCnqvy9Np

## "Agreement - CCOG and McDaniels (SA23 Master) draft 2023.06.02" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
2023-06-06 - 8:36:14 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Girard (egirard@mcdanielsconstruction.com) for signature  
2023-06-06 - 8:39:55 PM GMT
-  Email viewed by Eric Girard (egirard@mcdanielsconstruction.com)  
2023-06-08 - 4:19:48 PM GMT- IP address: 71.67.93.250
-  Document e-signed by Eric Girard (egirard@mcdanielsconstruction.com)  
Signature Date: 2023-06-08 - 4:24:17 PM GMT - Time Source: server- IP address: 71.67.93.250
-  Document emailed to fcorlett@solonohio.org for signature  
2023-06-08 - 4:24:18 PM GMT
-  Email viewed by fcorlett@solonohio.org  
2023-06-08 - 4:24:53 PM GMT- IP address: 64.85.173.2
-  Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett  
2023-06-08 - 4:31:53 PM GMT- IP address: 64.85.173.2
-  Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)  
Signature Date: 2023-06-08 - 4:31:55 PM GMT - Time Source: server- IP address: 64.85.173.2
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature  
2023-06-08 - 4:31:56 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)  
2023-06-08 - 5:16:21 PM GMT- IP address: 104.47.56.254

 Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2023-06-08 - 5:16:35 PM GMT - Time Source: server- IP address: 174.228.161.103

 Agreement completed.

2023-06-08 - 5:16:35 PM GMT



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as [www.equalisgroup.org](http://www.equalisgroup.org)) or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

**WHEREAS**, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of





Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. The party procuring Products shall be liable for action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	





IN WITNESS WHEREOF, I hereby acknowledge that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator - Purchasing Group Member	
Name:	Aundrea N. Cordle
Title:	County Administrator
Date:	May 10, 2023

Signed: Aundrea Cordle

Authorized Signator - Equalis Group	
Name:	Eric Merkle
Title:	EVP, Operations
Date:	5/9/2023

Signed: Eric Merkle

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Choland*

\_\_\_\_\_  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***



**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **McDaniel**  
Date: **7/9/2024 8:56:52 AM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
McDonald, Cynthia	
McDorman, Michael	20 South Limestone Street, Suite 100

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



Prosecutor's Approval Page  
Administrative Approval No. AA.07.16-2024.b

An Administrative Approval for an Agreement for installation of fencing at the  
Fairfield County Jail with McDaniel's Construction Group.

(Fairfield County Facilities)

Approved as to form on 7/16/2024 1:35:02 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Administrative Approval No. AA.07.16-2024.b

An Administrative Approval for an Agreement for installation of fencing at the  
Fairfield County Jail with McDaniel's Construction Group.

(Fairfield County Facilities)

Approved on 7/16/2024 8:51:30 PM by Aundrea Cordle, pursuant to Ohio Revised Code  
305.30 and sections 1-3 of Resolution 2023.10.10.a and all other sections of resolution  
2021-11.23.b.



Aundrea Cordle  
Board of County Commissioners  
Fairfield County, Ohio

## **MASTER AGREEMENT**

*Set Aside Job Order Contracting Services in the State of  
Ohio*

**COG-2147C**

## Table of Contents

<b>Section Three Part A - General Terms and Conditions for JOC</b> .....	5
1. <b>Definitions</b> .....	5
2. <b>Scope of Work</b> .....	7
3. <b>Procedure for ordering work</b> .....	9
4. <b>Job Order Contracting Software and System License</b> .....	12
5. <b>Term of Contract and Purchase Orders Issued</b> .....	13
6. <b>Option to Bilaterally Extend Contract</b> .....	14
7. <b>Regions</b> .....	14
8. <b>Assignment of Work</b> .....	14
9. <b>Changes</b> .....	15
10. <b>Payment and Performance Bonds and Material and Workmanship Bonds</b> .....	15
11. <b>Prevailing Wage and Member Participation Requirements</b> .....	15
12. <b>Personnel</b> .....	16
13. <b>Supervision</b> .....	16
14. <b>Member’s Access to the Work</b> .....	16
15. <b>Member’s Right to Stop Work</b> .....	16
16. <b>Member’s Right to Complete Work</b> .....	16
17. <b>Review of Field Conditions</b> .....	16
18. <b>Workmanship and Quality</b> .....	17
19. <b>Permits and Filings</b> .....	17
20. <b>Architectural and Engineering Services</b> .....	17
21. <b>Shop Drawings, Product Data and Samples</b> .....	18
22. <b>Cutting and Patching</b> .....	19
23. <b>Installation</b> .....	19
24. <b>Punch List Completion</b> .....	19
25. <b>Cleaning Up</b> .....	20
26. <b>Royalties, Patents and Copyrights</b> .....	20
27. <b>Indemnification</b> .....	20
28. <b>Subcontractors</b> .....	20
29. <b>Coordination with Other Contractors</b> .....	21
30. <b>Request for Extension of Time</b> .....	21
31. <b>Buyer Delays</b> .....	21

<b>32. Construction Contract Requirement</b> .....	21
<b>33. Construction Schedule</b> .....	22
<b>34. Coordination</b> .....	22
<b>35. Condition and Delivery of Construction Material</b> .....	22
<b>36. Partial Occupancy or Use</b> .....	22
<b>37. Identification and Security Requirements</b> .....	23
<b>38. Protection of Persons and Property</b> .....	23
<b>39. Tests and Inspections</b> .....	24
<b>40. Hazardous Materials</b> .....	24
<b>41. Insurance</b> .....	25
<b>42. Certificates of Insurance</b> .....	25
<b>43. Commercial General Liability</b> .....	26
<b>44. All Builders Risk Insurance</b> .....	26
<b>45. Pollution Liability Insurance</b> .....	26
<b>46. Labor Practices</b> .....	26
<b>47. Liquidated Damages</b> .....	27
<b>48. Project Completion</b> .....	27
<b>49. Public Works</b> .....	27
<b>50. Restoration</b> .....	27
<b>51. Retention</b> .....	28
<b>52. Compliance with Laws</b> .....	28
<b>53. Rules Regulations and Codes</b> .....	28
<b>54. Severance</b> .....	28
<b>55. Worksite</b> .....	28
<b>56. Computer Software</b> .....	29
<b>57. Equal Employment Opportunity</b> .....	29
<b>58. Contract Hours And Work Safety Standards Act</b> .....	29
<b>59. Davis-Bacon Wage Act</b> .....	29
<b>60. Copeland “Anti-Kickback” Act</b> .....	29
<b>61. Solid Waste Disposal Act</b> .....	29
<b>62. Claims and Disputes</b> .....	30
<b>63. Audits</b> .....	30
<b>64. Warranty</b> .....	30

65. Material Price Spike Adjustment ..... 30

Section Three Part B - General Terms and Conditions for Master Agreement ..... 32

1 RECITALS ..... 32

2 TERMS AND CONDITIONS..... 33

## Section Three Part A - General Terms and Conditions for JOC

### 1. Definitions

**Addendum or Addenda:** The additional or modified provisions of the ITB Documents issued in writing by Cooperative Council of Governments (CCOG) prior to the receipt of Bids.

**Contract:** The written agreement, also identified as the Master Agreement, between the Contractor, CCOG, and Equalis Group identifying the Products & Services which will be made available to current and future Members; the pricing for those Products & Services; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

**Adjustment Factors:** The Contractor's proposed price adjustment to the Unit Prices as published in the Construction Task Catalog, Section Five (Construction Task Catalog). Adjustment Factors are expressed as an increase to or decrease from the published prices.

**ITB Documents:** The Invitation to Bid Set Aside Job Order Contracting Services in the State of Ohio; Section One, Part A – Introduction, Scope and Project Information; Section One, Part B – Conditions and Other Requirements; Section One, Part C – Bid Format and Submission; Section Two, Bid Submission and Required Forms; Section Three, Part A - Terms and Conditions for JOC, Part B – Terms and Conditions for Master Agreement; Attachment A Construction Task Catalogues, Region #1 CTC, Region #2 CTC, Region #3 CTC, Region #4 CTC, Region #5 CTC, and Attachment B, Technical Specifications.

**Construction Task Catalog (CTC):** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Construction Task Catalog is a registered trademark of The Gordian Group, Inc.

**Contract Documents:** This Contract; the ITB Documents (Section One, Part A – Introduction, Scope and Project Information; Section One, Part B – Conditions and Other Requirements; Section One, Part C – Bid Format and Submission; Section Two, Bid Submission and Required Forms; Section Three, Part A - Terms and Conditions for JOC, Part B – Terms and Conditions for Master Agreement; Attachment A Construction Task Catalogues, Region #1 CTC, Region #2 CTC, Region #3 CTC, Region #4 CTC, Region #5 CTC, and Attachment B, Technical Specifications., and Addenda thereto); all payment and performance bonds (if any); material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Proposal Packages, etc.) issued hereunder.

**Contractor:** The legal entity named in the award letter with which CCOG and Equalis Group has contracted and is responsible for the acceptable performance of the Contract, and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor will be deemed to be a reference to Contractor.

**Days:** Calendar days.

**Detailed Scope of Work:** A document prepared following a Joint Scope Meeting which

describes in detail the Work the Contractor will perform for a particular Purchase Order.

**Holidays:** The specific days designated by CCOG Members, or the Project Labor Agreement as legal Holidays. CCOG designates the following days as Holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, and Christmas Day.

**Joint Scope Meeting:** A meeting, normally at the Site, to discuss the Work with the Contractor to assist in the development of the Detailed Scope of Work.

**Lead Public Agency:** Means CCOG in its capacity as the government entity to advertise and solicit bids for a competitive procurement process, evaluate bids and award the contract according to state statutes.

**Non Pre-priced Task (NPP):** A task not included in the Construction Task Catalog but within the general scope and intent of this Contract.

**Member:** Any entity that has elected to participate in a CCOG or Equalis Group supplier Contract.

**Price Proposal:** The price proposal prepared by the Contractor using the Construction Task Catalog, Adjustment Factors and appropriate quantities.

**Procurement:** Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Proposal Package:** A group of documents and files consisting of the Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors, construction schedule, back-up for any Non Pre-Priced Tasks, warranty information on special equipment or materials and or other such documentation as the Member may require.

**Project:** Collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

**Purchase Order.** The document establishing the engagement by CCOG or the Member to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time.

**Request for Proposal:** The Member's written request for the Contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work.

**Responsive Respondent:** Means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation to bid or request for proposals.

**Site:** The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by CCOG or the Member.

**Solicitation:** Means an invitation to bids, a request for technical offers, a request for proposals, a



request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

**Specifications:** Means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**State:** The State of Ohio.

**Subcontractor:** Any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

**Supplemental Purchase Order:** A purchase order issued to add, delete or change Work from an existing, related Purchase Order.

**Technical Specifications:** The comprehensive listing of the Members standards for quality of workmanship and materials, and the standard for the required quality of the Work.

**Unit Price:** The price published in the Construction Task Catalog for a Task.

**Work:** The labor, material, equipment, and services necessary or convenient to the completion of Purchase Orders.

**Purchase Order Completion Time:** The period of time set forth in the Purchase Order within which the Contractor must complete the Detailed Scope of Work.

**Purchase Order Price:** The value of the approved Price Proposal and the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within the Purchase Order Completion Time.

**Vendor:** Means any provider or seller of goods and/or services that has a contractual relationship with CCOG or Equalis Group.

**Winning Supplier(s).** The contractor(s) who have been awarded a contract as a result of this ITB.

## 2. Scope of Work

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different Sites throughout the Regions. A Job Order Contract includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As Projects are identified the Member (or the Member Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Member in developing a final scope of work. The Member will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Member

with Price Proposal review, and if the Price Proposal is found to be reasonable, the Member will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

If the Job Order Proposal Package is found to be complete and reasonable, a Job Order and Purchase Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. One or more Job Orders will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Job Order. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup during and after construction. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

The Work shall be conducted by the Contractor in strict accordance with the Contract Documents. The Contractor shall maintain accurate and complete records, files and libraries of documents to demonstrate compliance with Federal, State, and local regulations, codes, applicable laws, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

All Work shall comply with any applicable standards, including those specified in the Contract Documents. If the Job Order specifies a standard which is different or more stringent, the standard used in the Job Order shall control:

- Job Order Contract Technical Specifications
  - The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines.
  - The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Member facilities.
  - Reference in the Technical Specifications or the Construction Task Catalog<sup>®</sup> to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer items that will be satisfactory.

### 3. Procedure for ordering work

**Initiation of a job order:** As the need exists, CCOG (or their designated representative) will, on behalf of a Member, notify the Contractor of a Project and schedule a Joint Scope Meeting.

The Contractor will attend the Joint Scope Meeting to discuss, at a minimum:

- the general scope of the Work,
- alternatives for performing the Work and value engineering,
- access to the Site and protocol for admission,
- hours of operation,
- staging area,
- requirements for professional services, sketches, drawings, and specifications,
- requirements for catalog cuts, technical data, samples and shop drawings,
- project schedule,
- requirement for bonding
- the presence of hazardous materials, and
- date on which the Price Proposal Package is due

Upon completion of the joint scoping process, CCOG (or their designated representative), working with the Member and the Contractor, will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. CCOG (or their designated representative) will issue a Request for Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and CCOG (or their designated representative), will be the basis on which the Contractor will develop its Price Proposal and CCOG (or their designated representative) and the Member will evaluate the same. The Contractor does not have the right to refuse to perform any Task or any work in connection with a particular Project.

The Member may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Member cannot agree on the quantities required, or for any other reason as determined by the Member. In all such cases, CCOG (or their designated representative) shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

**Preparation of the Job Order Proposal Package:** The Contractor's Job Order Proposal Package shall include, at a minimum:

- Job Order Price Proposal;
- Required drawings or sketches;
- List of anticipated Subcontractors;
- Construction schedule;
- Other Member-requested documents.

The Job Order Price shall be the value of the approved Job Order Price Proposal.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

Preparation of the Job Order Price Proposal: The Contractor will prepare Job Order Price Proposals in accordance with the following:

- **Pre-priced Tasks:** A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
- **Non Pre-priced Tasks:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.
  - Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
    - Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    - If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
  - The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
    - For Work Performed with the Contractor's Own Forces:**
      - A. The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
      - B. The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
      - C. Lowest of three independent quotes for all materials
    - Total for a Non Pre-priced Task performed with Contractor's Own Forces =  $(A+B+C) \times \text{Non Pre-Priced Task Adjustment Factor}$
  - For Work Performed by Sub-contractors:**
    - $D = \text{Lowest of three Subcontractor quotes}$
    - Total for a Non Pre-priced Task performed by Subcontractors =  $D \times \text{Non Pre-Priced Task Adjustment Factor}$
- After a Non Pre-priced Task has been approved by CCOG (or their designated representative), the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- CCOG (or their designated representative) determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is

obtained shall be treated as a Reimbursable Task to be paid as required (**See Section Three: General Terms and Conditions for JOC, Article 19, Permits and filings**) the Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

The Contractor's Job Order Proposal Package shall be submitted by the date indicated on the Job Order Request for Proposal. All incomplete Job Order Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal Package may be required quickly and the due date will be so indicated on the Job Order Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal Package, the request must be submitted so that the submittal of the Job Order Proposal Package is not delayed.

**Review of the Job Order Proposal Package.**

- CCOG (or their designated representative) will evaluate the entire Job Order Proposal Package and compare it with the Detailed Scope of Work to determine the reasonableness of approach, as well as the appropriateness of the tasks and quantities proposed.
  - The means and methods of construction shall be such as the Contractor may choose; subject however, to CCOG (or their designated representative) right to reject means and methods proposed by the Contractor that:
    - Will constitute or create a hazard to the Work, or to persons or property; or
    - Will not produce finished Work in accordance with the terms of the Contract; or
    - Unnecessarily increases the price of the Job Order when alternative means and methods are available.
  - By submitting a Job Order Proposal Package, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Job Order Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to CCOG.

**Delivery of the Job Order to the Member.**

- CCOG (or their designated representative) reaches an agreement with the Contractor on the Job Order Proposal Package and any requested revision thereto, if applicable, the CCOG (or their designated representative) will deliver the Job Order for the Member's consideration.
- Each Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Job Order Contract shall be applicable

to each Job Order. The Purchase Order, issued by the Member and delivered to the Contractor constitutes the Member's acceptance of the Job Order.

- Once the Job Order has been submitted to the Member the Contractor is bound by its content.

**Review of the Job Order by the Member and Issuance of Purchase Order.**

- The Member will evaluate the entire Job Order and compare it with the Member's estimate of the Detailed Scope of Work to determine the reasonableness of approach, price, and other factors.
- The Member reserve the right to reject a Job Order or cancel a Project for any reason. The Member also reserves the right not to issue a Purchase Order if it is determined to be in the best interests of the Member. The Member may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal Package (including incidental architectural and engineering services), Subcontractor costs, and the costs to review the Job Order Proposal Package with CCOG (or their designated representative) and the Member.
- The Member may request changes to or clarifications of any part of the Job Order. The Contractor and CCOG (or their designated representative) will work together to make any requested revisions in a timely manner and resubmit a revised Job Order.
- Upon approval by the Member, the Member may issue a Notice to Proceed, a Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.
- If performance and payment bonding is required, or if a separate and /or special insurance certificate is required. The Contractor will deliver such requirements to the CCOG Member within ten (10) days of notification of the requirement.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by CCOG. The Contractor shall begin the Work for a Job Order as directed by the Member notwithstanding the absence of a fully developed Job Order Request for Proposal, Detailed Scope of Work, Job Order Proposal Package or Job Order. The Contractor shall be compensated for such Work as if the Work had been ordered under the standard procedures.

**4. Job Order Contracting Software and System License**

**Job Order Contracting Software:** The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

**JOC System License:** Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary JOC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to CCOG and the Members under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with CCOG expires or terminates, this JOC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this JOC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by CCOG or a Member, this JOC System License will take precedence.

## **5. Term of Contract and Purchase Orders Issued**

This Contract has an initial term of Two (2) year from the date on contract and a bilateral option provision for one (1) additional two-year term.

A Job Order may be issued by a Member at any time during the term of this Contract Agreement even though the Work and the payments made for such Work may occur after the term ends. All the provisions of this Contract Agreement are incorporated into each Job Order issued hereunder.

## 6. Option to Bilaterally Extend Contract

This Contract has an initial term of Two (2) year from the date on contract and a bilateral option provision for one (1) additional two-year term.

In the event the Contract Agreement expires before another bid is awarded, CCOG and the Contractor may extend the contract for an additional (1) one year term per mutual agreement.

The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until April 30, 2024). On the anniversary of this contract (i.e. May 1, 2024 and each May 1<sup>st</sup> thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the annual anniversary of the Contract, CCOG shall issue the Contractor the new Construction Task Catalog. The Contractor shall use the Construction Task Catalog in effect on the date the Proposal is due. However, the Contractor cannot delay the issuance of a Proposal to take advantage of a scheduled update of the Construction Task Catalog. In that event the Contractor shall use the Construction Task Catalog that would have been in effect without delay.

CCOG's ezIQC Contract is powered by Gordian's Construction Task Catalogs which have been created exclusively for these contracts. The Construction Task Catalog is a collection of construction and construction related tasks with pre-established Unit Prices. As part of this contract new Construction Task Catalogs will be published annually by Gordians team of data analysts who monitor the escalation and de-escalation of construction material, equipment and labor costs through multiple industry standard indicators. The issuance of new Construction Tasks Catalogs will include updated unit prices as determined through research completed by Gordian's data team. The new Construction Task Catalog will ensure competitive pricing for Members and Contractors throughout the duration of the contract.

## 7. Regions

Contractor will primarily work in the Bid Region designated. However, if both parties agree, the Contractor may work in another Bid Region at the Adjustment Factors proposed or as adjusted according to Article 5 above. If a Contractor holds multiple contracts, when performing work outside the Bid regions it will always use the contract that results in the lowest price for the Member.

Contractor shall extend all Contract terms and conditions to any new Member in the Bid Region designated, as well as any other Bid Region, throughout the Contract term.

## 8. Assignment of Work

The assignment of the Work is at the sole discretion of the Member. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.



## 9. Changes

Changes to the Contract Agreement may be accomplished after execution of the Contract Agreement and without invalidating the Contract, by Change Order.

**Changes to a Job Order:** The Member reserves the right to make, in writing, at any time during the Work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. The Member, without invalidating the Job Order, may order changes in the Work by issuing a Supplemental Job Order. Changes, deletions, or additions will not invalidate the Job Order nor release the surety, if any, and the Contractor agrees to perform the Work as altered.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors and multiplied by the appropriate quantities. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## 10. Payment and Performance Bonds and Material and Workmanship Bonds

If required by the Member for a particular Job Order, the Contractor shall deliver a Payment Bond and a Performance Bond equal to the Job Order Price of such Job Order. The bonds must be in a form, and executed by a surety, acceptable to the Member. The bonds must be received before the Notice to Proceed will be issued. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

## 11. Prevailing Wage and Member Participation Requirements

If required on a Job Order, the Contractor shall pay prevailing wages to all workers in accordance with applicable laws. The wage rates used for the Construction Task Catalog® were the prevailing wage rates, if any; in effect at the time the ITB Documents were issued. In the performance of the work, however, contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation.

If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Job Order is performed in whole or in part using federal funding and Davis-Bacon Wages for that area/region apply, the Contractor shall pay Davis-Bacon Wages to all workers in accordance with applicable laws. If Davis-Bacon Wages are required on a Job Order, the requirement shall not entitle Contractor to any increased compensation.

Contractors shall meet any participation goals or requirements established by the Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Job Order Request for Proposal or Detailed Scope of Work.

## **12. Personnel**

The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the Work. During the performance of the Work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

## **13. Supervision**

The Contractor shall supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Site safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Member and shall not proceed with that portion of the Work without further written instructions from the Member.

The Contractor shall be responsible to the Member for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## **14. Member's Access to the Work**

The Contractor shall provide the Member access to the Work at all times.

## **15. Member's Right to Stop Work**

The Member may order the Contractor to stop the Work on any Job Order, or any portion thereof, at any time for any reason.

## **16. Member's Right to Complete Work**

If the Contractor has been ordered to stop the Work, the Member may, without prejudice to other remedies, have the Work completed by any available means.

## **17. Review of Field Conditions**

Before submitting a Job Order Proposal Package, the Contractor shall carefully study the Detailed Scope of Work, as well as the information furnished by the Member, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Site affecting it. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the CCOG and the Member.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to CCOG and the Member, but it is recognized that the Contractor's review is made in the

Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the CCOG and the Member.

## 18. Workmanship and Quality

The Contractor may make substitutions only with the consent of the Member.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the portions of the Work assigned to them.

## 19. Permits and Filings

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be reimbursable. The Contractor shall be compensated for the cost of the filings and permits through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors. Contractor shall submit written documentation of such fees. The 10% mark-up shall cover all costs over and above the filing and permit fees, including expeditor fees.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

It is not the Contractor's responsibility to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that any portion of the Detailed Scope of Work is at variance therewith, the Contractor shall promptly notify CCOG and the Member in writing.

## 20. Architectural and Engineering Services

Under this Contract it is expected that the level of Architecture and Engineering (A/E) services and design, if any, will be incidental to the Contract and therefore any cost associated with this is to be included in the Contractor's Adjustment Factors. If the level of A/E services for a Purchase Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to the appropriate Task in the CTC. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

The preparation of incidental drawings/plans, specifications, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Purchase Orders is part of the Scope of Work of this Contract and the cost there of will be included in the Contractor's Adjustment Factors.

## 21. Shop Drawings, Product Data and Samples

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals which are not required by the Contract Documents may be returned by the Member without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Member Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Member or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Member without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Member.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Member's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Member in writing of such deviation at the time of submittal and (1) the Member has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Member's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Member on previous submittals. In the absence of such written notice the Member's approval of a resubmission shall not apply to such revisions.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Member will specify all performance and design criteria that such services must satisfy. The Contractor shall

cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Member Manager. The Member shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Member has specified to the Contractor all performance and design criteria that such services must satisfy. The Member will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

## 22. Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Member or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Member or a separate contractor except with written consent of the Member and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Member or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## 23. Installation

Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

## 24. Punch List Completion

The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the Member. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) business days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

Punch List Work will be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages (**See Section Three: General Terms and Conditions for JOC, Article 45, Liquidated Damages**) Contract General Conditions will apply.

## 25. Cleaning Up

The Contractor shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Job Order. At completion of the Work, the Contractor shall remove from and about the Site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up, the Member may do so and the cost thereof shall be charged to the Contractor.

## 26. Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold CCOG and the Member harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Member. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Member.

## 27. Indemnification

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the CCOG, the Member, consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## 28. Subcontractors

The Contractor, as soon as practicable after award of the Job Order, shall furnish in writing to the Member the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Member will promptly reply to the Contractor in writing stating whether or not, after due investigation, Contractor has reasonable objection to any such proposed person or entity. Failure of the Member to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed Subcontractor or entity to whom the Member has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

If the Member has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Member has no reasonable objection.

## **29. Coordination with Other Contractors**

The Member reserves the right to perform construction or operations related to the Job Order with the Member's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

The Member shall provide for coordination of the activities of the Member's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Member in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Member until subsequently revised.

## **30. Request for Extension of Time**

If the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by an act or neglect of the Member, or of an employee of either, or of a separate contractor employed by the Member, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Member determines may justify delay, then the Job Order Completion Time shall be extended for such reasonable time as the Member may determine.

The Contractor agrees to make no claim for damages for the delay in the performance of any Job Order occasioned by any act or omission to act of the Member or any of their representatives, and agrees that any such claim shall be fully compensated for by an extension of time as provided herein.

## **31. Buyer Delays**

The contractor will negotiate with the Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

## **32. Construction Contract Requirement**

Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the Member. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the Member, it must be clearly defined and agreed to by the Member and the prime contractor prior to the start of the project.

### **33. Construction Schedule**

The Member retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The Member shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

### **34. Coordination**

The contractor and the Member shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

### **35. Condition and Delivery of Construction Material**

The contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

### **36. Partial Occupancy or Use**

The Member may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Member and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period



for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Member. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Member and Contractor.

Immediately prior to such partial occupancy or use, the Member and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **37. Identification and Security Requirements**

The Contractor shall comply with all identification and security requirements that the Member may establish.

### **38. Protection of Persons and Property**

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Member and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Member or anyone

directly or indirectly employed by it, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Member.

The Contractor shall not permit any part of the construction or Site to be loaded so as to endanger safety.

### **39. Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Member, or with the appropriate public authority. The Contractor shall give the Member timely notice of when and where tests and inspections are to be made so that the Member may be present for such procedures.

If the Member or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Member will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Member, and the Contractor shall give timely notice to the Member of when and where tests and inspections are to be made so that the Member may be present for such procedures. Such costs shall be at the Member's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Member.

If the Member is to observe tests, inspections or approvals required by the Contract Documents, the Member will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **40. Hazardous Materials**

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Member in writing.

The Member shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Member shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Member in writing stating whether or not it has reasonable objection to the persons or entities proposed by the Member. If the Contractor has an objection to a person or entity proposed by the Member, the Member shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written agreement of the Member and Contractor. The Job Order Completion Time shall be extended appropriately.

To the fullest extent permitted by law, the Member shall indemnify and hold harmless the Contractor, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

The Member shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Member shall indemnify the Contractor for all cost and expense thereby incurred.

#### **41. Insurance**

The contractor at their expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Ohio or another applicable jurisdiction. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that CCOG, Equalis Group and its agents have been named as additional insured. If the public agency has higher insurance than those requirements may be added as an addendum to the purchase order.

#### **42. Certificates of Insurance**

Certificates of Insurance, name and address of the contractor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed in the state in which the work is being performed under this contract. The Contractor shall give the Member a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor will add the Member as an additional insured if requested at the cost of the vendor.

<u>Contractor's Liability Insurance</u>	<u>Minimum Coverage</u>
Employer's Worker's Compensation insurance:	Statutory
Employer's liability / Bodily injury by accident Each Occurrence:	\$100,000.00
Employer's liability / Bodily injury by disease Each Employee:	\$100,000.00
Policy Limit:	\$2,000,000.00

#### 43. Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage: Minimum Coverage

- |                        |                |
|------------------------|----------------|
| • Single limit         | \$500,000.00   |
| • Unimpaired aggregate | \$1,000,000.00 |

Comprehensive automobile liability:

Minimum Coverage

Include non-ownership and hired car coverage as well as owned vehicles.

- |                                   |                |
|-----------------------------------|----------------|
| • Bodily damage Each Person       | \$1,000,000.00 |
| • Bodily damage Each Occurrence   | \$1,000,000.00 |
| • Property damage Each Occurrence | \$1,000,000.00 |

#### 44. All Builders Risk Insurance

Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to Member. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

#### 45. Pollution Liability Insurance

If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such Work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

#### 46. Labor Practices

The contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the Member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Member must be limited to only those approved by the Member.

The method and manner of performance must be stated: employees of the contractor are not employees of the Member. The level of competency of the personnel will be subject to approval by

the Member. The contractor must agree to comply with all local, state and federal laws. The contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. The contractor must establish procedures to deal with fire, theft, and storm damage. The contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the Member's employees.

Member's shall have the right to require the contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

The contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

#### **47. Liquidated Damages**

If provided for in the Invitation to Bid, CCOG or the Member may assess liquidated damages for each day after the Purchase Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between Contractor, CCOG, and the Member, that time is of the essence in all matters relating to Liquidated Damages. The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

#### **48. Project Completion**

Upon completion of the work, the contractor shall present the Member with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the Member.

If the Member discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

#### **49. Public Works**

The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

#### **50. Restoration**

The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the Member.

## 51. Retention

Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the Member and the contractor.

If the Member and the contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the contractor must provide the Member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

## 52. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

## 53. Rules Regulations and Codes

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the Member of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

The contractor must advise the Member whenever work is expected to be hazardous to Member employees or their charges (i.e. school children, citizens, etc.).

## 54. Severance

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

## 55. Worksite

The condition of the site before start-up will be agreed upon between the buyer and the contractor and will be written into the contract.

Upon prior written agreement between the contractor and the Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Member prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. The contractor agrees to provide proof of coverage and/or addition of the Member as an additional insured upon the Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the Member and be separated from other materials. The Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

#### **56. Computer Software**

The Contractor must maintain at its office for its use a computer with an internet connection. The Contractor will be furnished with a copy of the internet based eGordian® software which will allow the Contractor to generate Price Proposals. This software program contains an electronic copy of the Construction Task Catalog and allows the Contractor to select items and quantities for use in a particular Price Proposal. The software generates a Price Proposal in a preset format acceptable to the Member. There is no separate charge to the Contractor for the software and the related software training.

#### **57. Equal Employment Opportunity**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 41 CFR 60-1.4(b) which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/CFR-2011-title41-vol1/pdf/CFR-2011-title41-vol1-sec60-1-4.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

#### **58. Contract Hours And Work Safety Standards Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3701-3708 which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleII-partA-chap37.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

#### **59. Davis-Bacon Wage Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3141-3148 which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/USCODE-2003-title40/pdf/USCODE-2003-title40-subtitleII-partA-chap31-subchapIV.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted. The Member must provide Davis-Bacon or local wage rates to the contractor before work begins if they are to be used.

#### **60. Copeland "Anti-Kickback" Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with 40 U.S.C. 3145 which is incorporated in this contract by the reference above in #41. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

#### **61. Solid Waste Disposal Act**

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Member's request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference:

<https://www3.epa.gov/wastes/conservation/tools/cpg/pdf/rcra-6002.pdf>. It is the Member's responsibility to inform the vendor before work begins if a project is federally assisted.

## 62. Claims and Disputes

All claims or disputes between the Member and Contractor will be resolved by Member's representative.

## 63. Audits

CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

## 64. Warranty

Contractor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Contractor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the Contractor agrees to repair or replace such units at no cost to the CCOG Members.

During the warranty period, neither the final payment nor any provision of the Contract Documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice Contractor fails to comply with warranty provisions, Members may, at their option, have the defects corrected or items replaced from the best available source and the Contractor shall be liable for all related expenses incurred by the Member.

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

## 65. Material Price Spike Adjustment

Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

1. Identify the specific material that has experienced a major spike,
2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
3. Demonstrate that the spike exists by submitting a minimum of three quotes on material



supplier letterhead to show that the current price meets the “major spike” definition above.

CCOG or it’s Member, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

CCOG or it’s Member, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

***(The rest of this page is intentionally left blank)***

## Section Three Part B - General Terms and Conditions for Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties.**"

### 1 RECITALS

- A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.
- C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.
- D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.
- E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.
- F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").
- G.** CCOG issued this Invitation for Bid ("IFB") on behalf of Equalis Group Participants and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**"). CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same

to Equalis Group Participants who purchase Products & Services (“**Program Participants**”) subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## **2 TERMS AND CONDITIONS**

**2.1 Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

**2.2 Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** (“**Customer Agreement**”). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement. Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

**2.3 Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

**2.4 The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for two (2) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional two (2) year period by mutual consent (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the “**Term.**”

In the event the Master Agreement expires before another bid is awarded, CCOG, Equalis Group, and the Winning Supplier may extend the contract for an additional (1) one year term per mutual agreement

## **2.5 Formation of Contract**

- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the IFB, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final IFB response is hereby incorporated into and made part of this Master Agreement.
- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

## **2.6 Confidentiality.**

- e. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "Disclosing Party") to which a Party(ies) (the "Receiving Party") may become privy

during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

- f. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7 Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members (“**Losses**”).

**2.8 Notice & Opportunity to Defend; Limitations & Thresholds.**

- g. **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the

Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

- h. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**2.9 Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.10 Termination Rights.** The Parties shall have the termination rights set forth below.

- i. Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

j. **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

k. **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

**2.11 Effects of Termination**. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.12 Audit of Winning Supplier**. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.13 Force Majeure**. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained

herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.14 Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier’s proposal.

- |   |   |
|---|---|
| i. If to <b>CCOG</b> :  | ii. If to <b>EQUALIS</b> :  |
| The Cooperative Council of Governments, Inc.<br><br>Attn: Board President<br><br>6001 Cochran Road, Suite 333<br><br>Cleveland, Ohio 44139<br><br>Facsimile: 440.337.0002 | Equalis Group, LLC. Attn: Eric Merkle, SVP 5550 Granite Parkway,<br><br>Suite 298<br><br>Plano, Texas 75024 |

**2.15 Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.16 Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located



in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.17 No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.18 Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.19 Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

# BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. Provide your company's official registered name/legal name?

McDaniel's Construction Corp., Inc

2. Provide your companies Federal Tax ID # or Social Security #:

31-1145406

3. Provide your corporate address, and if different provide your bidder remittance address:

Corporate Address: 1069 Woodland Ave

Columbus, Ohio 43219

Remittance Address: \_\_\_\_\_

4. Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:

Name: Kenneth Jones

Title: Sr. Project Manager

Office Phone #: 614-252-5852

Cell Phone #: 614-554-5480

Email: kjones@mcdanielsconstruction.com

5. *Provide information on your company's representative/contact person authorized to address contractual issues, including the authority to execute a contract and to whom legal notices regarding contract termination or breach should be sent:*

Name: Eric J. Girard

Title: President

Office Phone #: 614-252-5852

Cell Phone #: 614-301-8147

Email: egirard@mcdanielsconstruction.com

6. *Please provide a brief history of your company, including the year it was established:*

McDaniel's Construction Corp., Inc was established in 1985 as a MBE Bridge Painting contractor. We have expanded over 30 years of existence in Civil and General Contracting. McDaniel's Construction Corp., Inc has been a part of the Job Order Contracting for approximately 10 years.

7. *What was your annual construction volume over last three (3) years?*

\$39,214,792.00

8. *What are your overall public sector sales, excluding Federal Government, for last three (3) years?*

\$39,214,792.00

9. *What is your strategy to increase market share in the public sector?*

McDaniel's Construction Corp., Inc plans to offer JOC to our existing customers as an alternative solution to achieve their construction goals. We will also solicit new agencies and municipalities and offer our services using this platform.

10. *What differentiates your company from competitors in the public sector?*

Expertise + Equipment + Finance + Diversity = Success

That is the formula we have focused on developing the expertise and resources to help our clients realize their construction goals. Our Management staff has over 100 years of cumulative construction experience including professional engineers, operations managers, project coordinators, field supervision and tradesman, all supported by experienced and motivated accounting and administrative personnel.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

Yes

No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

Yes

No

10. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

EMR 0.47

## OSHA 300 Log Compilation

	<b>2022</b>	<b>2021</b>	<b>2020</b>
Number of Fatalities each year (Total Column G)	0	0	0
Number of Lost Work Cases (Total Column H)	0	0	0
Number of Non-lost Work Cases (Total Column I and J)	1	0	0
TOTAL OSHA 300 LOG	1	0	0
Total Employee hours Worked	115090	98262	107045
Incident Rate	1.74	0.00	0.00
DART Incident Rate	0.00	0.00	0.00

## BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise  
Respondent certifies that this firm is an MWBE Yes No  
List certifying agency: \_\_\_\_\_
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
Respondent certifies that this firm is a SBE or DBE Yes No  
List certifying agency: \_\_\_\_\_
- c. Disabled Veterans Business Enterprise (DVBE)  
Respondent certifies that this firm is an DVBE Yes No  
List certifying agency: \_\_\_\_\_
- d. Historically Underutilized Businesses (HUB)  
Respondent certifies that this firm is an HUB Yes No  
List certifying agency: \_\_\_\_\_
- e. Historically Underutilized Business Zone Enterprise (HUBZone)  
Respondent certifies that this firm is an HUBZone Yes No  
List certifying agency: \_\_\_\_\_
- f. Other  
Respondent certifies that this firm is a recognized diversity certificate holder Yes No  
List certifying agency: Minority Business Development Division

## BID FORM 5: BONDING CAPACITY STATEMENT

**Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.**

(Insert bonding company statement here)



Overmyer Hall Associates  
1200 West 12th Street  
Suite 1000  
Denver, Colorado 80202  
Tel: 303.733.1111  
Fax: 303.733.1112  
www.oha.com

# OVERMYER HALL ASSOCIATES

March 17, 2023

Re: McDaniel's Construction Corp., Inc.

To Whom It May Concern:

The undersigned surety company is pleased to confirm bonding capacity for McDaniel's Construction Corp., Inc.

McDaniel's Construction Corp., Inc. is capable of obtaining Performance and Payment Bonds in the amount of:

Single Bond Limit:	\$25,000,000
Aggregate Bond Limit:	\$50,000,000

We have the utmost confidence in the integrity and ability of McDaniel's Construction Corp., Inc. and believe the necessary financial and operational capacities exist to successfully complete projects of this size. Therefore, we are pleased to convey our recommendation.

The current surety company is Great American Insurance Company, an A.M. Best "A+" Rated company and listed on the US Treasury Listing of sureties.

Please note any request for a Performance/Payment bond will be subject to review and approval of the contract terms, conditions, bond forms, project financing, and the application of other such underwriting criteria as may be deemed pertinent at the time such bonds are requested.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with any project is a matter solely between the Surety and Contractor. We assume no liability to you or to any third party by the issuance of this letter.

Sincerely,

Jack Kehl, AFSB



## BID FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

### **Executive Contact**

Contact Person: Eric J. Girard

Title: President

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: egirard@mcdanielsconstruction.com

### **Account Manager / Sales Lead**

Contact Person: Kenneth Jones

Title: Sr. Project Manager

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: kjones@mcdanielsconstruction.com

### **Contract Management (if different than the Sales Lead)**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Billing & Reporting/Accounts Payable**

Contact Person: Patrick Wilfing

Title: CFO

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: pwilfing@mcdanielsconstruction.com

**Marketing**

Contact Person: Kenneth Jones

Title: Sr. Project Manager

Company: McDaniel's Construction Corp., Inc

Address: 1069 Woodland Ave

City: Columbus State: Ohio Zip: 43219

Phone: 614-252-5852 Fax: 614-258-3097

Email: kjones@mcdanielsconstruction.com

## BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name See attached documents
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

### Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number
N/A	

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
5. Felony Conviction Notice – Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.



On September 21, 2007, McDaniel's Construction and Mr. Moncrief executed a plea agreement wherein McDaniel's and Moncrief plead guilty to making a false statement in connection with a highway project.

The plea agreement included the facts that McDaniel's would voluntarily exclude themselves from any project that was funded in whole or part by the Federal Highway Administration. This agreement allows McDaniel's to participate in any other Federal Funded Project. The deal also included restitution, and \$105,000 payment of fines and community service. The fines and restitution have been made whole, and the community service portion of the agreement is being completed.



Department of  
Development

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

January 31, 2023

Dan Moncrief, III,  
Chairman/CEO  
McDaniel's Construction Corp., Inc.  
1069 Woodland Avenue, Columbus, OH, USA  
Columbus, OH 43211

**SUBJECT:** Certificate of Compliance Certification  
**Status:** Conditional  
**Effective Dates:** January 31, 2023 - July 31, 2023

Dear Dan Moncrief, III:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues McDaniel's Construction Corp., Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for McDaniel's Construction Corp., Inc. to maintain certification status, McDaniel's Construction Corp., Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which McDaniel's Construction Corp., Inc. has agreed.

Sincerely,

Monica L. Womack  
Chief



**Minority Business Enterprise  
Certification Letter**

February 13, 2023

DAN MONCRIEF, Chairman/CEO  
McDaniel's Construction Corp., Inc.  
1069 Woodland Avenue, Columbus, OH, USA  
Columbus, OH 43211

CERTIFICATION NUMBER: MBE - 202302-2018  
Effective Dates: February 13, 2023 - February 13, 2025

Dear DAN MONCRIEF, Chairman/CEO:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that McDaniel's Construction Corp., Inc. is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that McDaniel's Construction Corp., Inc. has been categorized under the Construction category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 83101500 - Water and sewer utilities
2. 11111600 - Stone
3. 11111500 - Dirt and soil
4. 72153900 - Building site preparation services

As a certified MBE, McDaniel's Construction Corp., Inc. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and

123:2-07. Failure to notify Development of any material change is cause for revocation of McDaniel's Construction Corp., Inc.'s MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, McDaniel's Construction Corp., Inc. must submit a completed Re-certification Application for Development's review relative to McDaniel's Construction Corp., Inc.'s eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica L. Womack". The signature is written in a cursive, flowing style.

Monica L. Womack  
Chief, Minority Business Development Division





THIS CERTIFIES THAT

# McDaniel's Construction Corp. Inc.

\* Nationally certified by the: **OHIO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\* NAICS Code(s): 237110; 237210; 237310; 237990; 238910; 236220; 236210; 238110; 238120; 238190

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/27/2022

CN03554

Issued Date

Certificate Number

Ying McGuire  
NMSDC CEO and President

George Simms, President & CEO

07/31/2023

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# City of Columbus CERTIFICATE

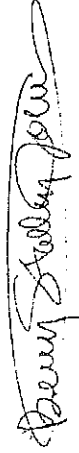
## MBE CERTIFICATION MCDANIEL'S CONSTRUCTION CORP. INC.

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a MINORITY Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 8/31/2023

Certification No: MBE-004752



Dr. Beverly Stallings-Johnson, PhD, Chief Diversity Officer



## **BID FORM 7: REFERENCES**

- a) Coleman Spohn Corporation
- b) Kevin Daugherty
- c) Columbus, Ohio 43222
- d) 614.888.9900
- e) 2 Years
- f) Renovations and Maintenance for HVAC, Electrical, Plumbing, Mechanical, Structural, Architectural Finishes
- g) **\$ 950,000.00**



## **BID FORM 7: REFERENCES**

- a) City of New Albany
- b) Mark Nemec, Director of Public Service
- c) New Albany, Ohio
- d) 614.855.0076
- e) 1 Year
- f) Solar Panel Install
- g) \$ 231,771.00



## BID FORM 7: REFERENCES

- a) IAP Government Services Group, Inc.
- b) Chris Kidwell
- c) Columbus, Ohio
- d) 614-403-6626
- e) 4 Years
- f) Maintenance, Repair, and Minor Construction for the following:
  - Ohio Department of Natural Resources
  - Ohio Department of Developmental Disabilities
  - Ohio Department of Rehabilitation and Correction
  - Ohio Department of Youth Services
- g) **1.1 Million**



## BID FORM 7: REFERENCES

- a) The Gordian Group
- b) Jonathan Schlesselman - Account Manager, Great Lakes Region
- c) Columbus, Ohio
- d) 614-499-9275
- e) 9 Years
- f) Maintenance, Repair, and Minor Construction for the following:
  - City of Columbus School
  - Ohio Department of Natural Resources
  - Ohio Department of Developmental Disabilities
  - Ohio Department of Rehabilitation and Correction
  - Rickenbacker ANG
  - Ohio Department of Youth Services
  - Ohio Department of Transportation
  - Ohio Adjutant General
- g) 1.1 Million



## **BID FORM 7: REFERENCES**

- a) Ohio Department of Rehabilitation and Correction
- b) Mary Lynn Happ - Facilities Planning Project Manager
- c) Columbus, Ohio
- d) 614-752-0160
- e) 6 Years
- f) Renovations and Maintenance for HVAC, Electrical, Plumbing, Mechanical, Structural, Architectural Finishes, Security and Civil for Warren, Lebanon, Dayton, Madison, London, Ross, and Chillicothe Correctional Facilities
- g) 2.3 Million

DR. BEVERLY STALLINGS-JOHNSON  
Chief Diversity Officer

THE CITY OF  
**COLUMBUS**  
ANDREW J. GINTHER, MAYOR  
OFFICE OF DIVERSITY  
AND INCLUSION

September 04, 2020

MCDANIEL'S CONSTRUCTION CORP. INC.  
Dan Moncrief III  
1069 Woodland Avenue  
Columbus, OH 43219

**SUBJECT: Minority Business Enterprise (MBE) Certification**  
**Certification Number: MBE-004752**  
**Effective Dates: 8/31/2020 through 8/31/2023**

Dear Mr. Dan Moncrief III:

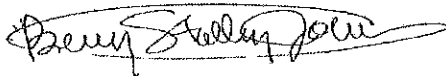
We are pleased to inform you that the City of Columbus, Office of Diversity and Inclusion has approved your application as a certified Minority Business Enterprise. After careful review of the application and supporting documentation, it was determined that MCDANIEL'S CONSTRUCTION CORP. INC. satisfactorily meets the requirements set forth in Title 39 § 3905.02 of the Columbus City Code. This certification is valid for three years from the effective start date and shall serve as the City's official certification document to this effect.

As a condition of continued certification, you must submit a completed Recertification Application and Affidavit to confirm your continued eligibility for the City of Columbus MWBE certification program. Failure to do so, prior to your certification expiration date may result in the revocation of your certification status. Any changes in the business impacting ownership, location, managerial and/or operational control, and/or minority/women-owned business status, must be reported to the City of Columbus Office of Diversity and Inclusion immediately. It is important to make our office aware of other changes in your business as well, such as company's name, business address, telephone numbers, e-mails, websites, and basic contact and commercial activity information, as soon as possible.

Your firm's participation on City of Columbus contracts will contribute to our annual MWBE Utilization Reports and further enhances our goal of creating equity in city contracting. We encourage you to share your certification status with those business with whom you may be looking to team or subcontract. Additionally, we hope that you will take full advantage of the opportunities to learn, connect, and grow with the City of Columbus.

We are excited to partner with you in fulfilling your dreams of entrepreneurship. If you need further assistance or have any questions about the City's minority/women certification program, its objectives or its operation, please contact the Office of Diversity and Inclusion at 614-645-4764.

Sincerely,



Dr. Beverly Stallings-Johnson  
Chief Diversity Officer  
City of Columbus





# City of Columbus CERTIFICATE

## MBE CERTIFICATION

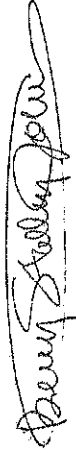
*MCDANIEL'S CONSTRUCTION CORP. INC.*

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a MINORITY Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 8/31/2023

Certification No: MBE-004752



Dr. Beverly Stallings-Johnson, PhD, Chief Diversity Officer

## BID FORM 8: AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

**Yes** We agree to consider working in areas outside of the Geographic Region.

**No** We will NOT consider working outside of the Geographic Region.

Signature

*[Handwritten Signature]*, PRESIDENT

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: McDaniel's Construction Corp., Inc

City/State/Zip: 1069 Woodland Ave, Columbus, Ohio 43219

Telephone No.: 614-252-5852

If a partnership, names and addresses of partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Notarized

Subscribed and sworn to before me this 20th day of March, 2023

Notary Public in and for the County of Fairfield

State of Ohio

My commission expires: \_\_\_\_\_

Signature: *[Handwritten Signature]*



## BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. Supplier Partner Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree?  Click here to enter text.  
(Initials of Authorized Representative)

### **2. Termination for Cause or Convenience**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately,

with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree?  [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

**8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree?  [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner

that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.


Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

**13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.


Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree?  Click or tap here to enter text.  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:	Signature On File with CCOG. <u></u>
Printed Name:	<u>Eric J. Girard</u>
Company Name:	<u>McDaniel's Construction Corp., Inc.</u>
Mailing Address:	<u>1069 Woodland Avenue, Columbus, Ohio 43219</u>
Job Title:	<u>President</u>



THE CITY OF  
**COLUMBUS**

ANDREW J. GINTHER, MAYOR

DEPARTMENT OF BUILDING  
AND ZONING SERVICES

DAN MONCRIEF III  
1069 WOODLAND AVE  
COLUMBUS, OH 43219

Andrew J. Ginther, Mayor  
The City of Columbus, Ohio  
**GENERAL CONTRACTOR REGISTRATION**  
**DAN MONCRIEF III**  
MCDANIELS CONSTRUCTION CORP INC  
REGISTRATION# G00954  
Scott Messer, Director  
*Scott Messer*  
Expires 8/31/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio  
**GENERAL CONTRACTOR  
REGISTRATION**

**DAN MONCRIEF III**  
MCDANIELS CONSTRUCTION CORP INC

REGISTRATION # **G00954**

EXPIRES **8/31/2023**

By: Scott Messer, Director

*Scott Messer*

Print Date: 7/20/2022

THE CITY OF  
**COLUMBUS**

ANDREW J. GINTHER, MAYOR

DEPARTMENT OF BUILDING  
AND ZONING SERVICES

DAN MONCRIEF III  
1069 WOODLAND AVE  
COLUMBUS, OH 43219

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**DEMOLITION CONTRACTOR  
REGISTRATION**

**DAN MONCRIEF III**

**MCDANIELS CONSTRUCTION CORP INC**

REGISTRATION# **D00032**

Scott Messer, Director

*Scott Messer*

Expires 8/31/2023

Andrew J. Ginther, Mayor

The City of Columbus, Ohio

**DEMOLITION CONTRACTOR  
REGISTRATION**

**DAN MONCRIEF III**

**MCDANIELS CONSTRUCTION CORP INC**

REGISTRATION # **D00032**

EXPIRES **8/31/2023**

By: Scott Messer, Director

*Scott Messer*

Print Date: 7/20/2022

## BID FORM 11: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: McDaniel's Construction Corp., Inc.

Title of Authorized Representative: President

Mailing Address: 1069 Woodland Ave, Columbus, Ohio 43219

Signature: *Eric J. Gerard*

## BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

*Eric J. Girard*

\_\_\_\_\_  
Signature of Respondent

Jun 8, 2023

\_\_\_\_\_  
Date

---

### Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

*Eric J. Girard*

\_\_\_\_\_  
Signature of Respondent

Jun 8, 2023

\_\_\_\_\_  
Date

## BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG ITB MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's submission being deemed nonresponsive to this ITB.**

I, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Eric J. Girard (insert signature of representative of authorized representative), hereby certify and affirm that McDaniel's Construction Corp., Inc (insert company name), not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I Eric J. Girard (insert signature of representative of authorized representative),  
hereby certify and affirm that McDaniel's Construction Corp., Inc (insert  
*company name*), either is not subject to a finding for recovery under ORC Section 9.24, or has taken  
appropriate remedial steps required under that statute to resolve any findings for recovery, or  
otherwise qualifies under that section to enter into contracts with CCOG.

# BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

## **16. Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

## **17. Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: *Eric J. Grand*

Date: Click or tap here to enter text.

## BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No



## BID FORM 16: MANDATORY DISCLOSURES

### **1. *Mandatory Contract Performance Disclosure.***

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No Claims

### **2. *Mandatory Disclosure of Governmental Investigations.***


Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. No Actions Against

# BID FORM 17: MASTER AGREEMENT SIGNATURE FORM

**BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	McDaniel's Construction Corp., Inc.
Address	1069 Woodland Ave
City/State/Zip	Columbus, Ohio 43219
Phone Number	614-252-5852
Email Address	egirard@mcdanielsconstruction.com
Printed Name	Eric J. Girard
Job Title	President
Authorized Signature	

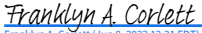
## Initial Term of the Master Agreement


Contract Effective Date:	June 1, 2023
Contract Expiration Date:	May 31, 2025
Contract Number:	<b>COG-2147C</b>

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By:	 <small>Franklyn A. Corlett (Jun 8, 2023 12:31 EDT)</small>
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	Jun 8, 2023

By:	 <small>Eric Merkle (Jun 8, 2023 13:16 EDT)</small>
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	Jun 8, 2023

# APPENDIX A: PRODUCTS & SERVICES; PRICING

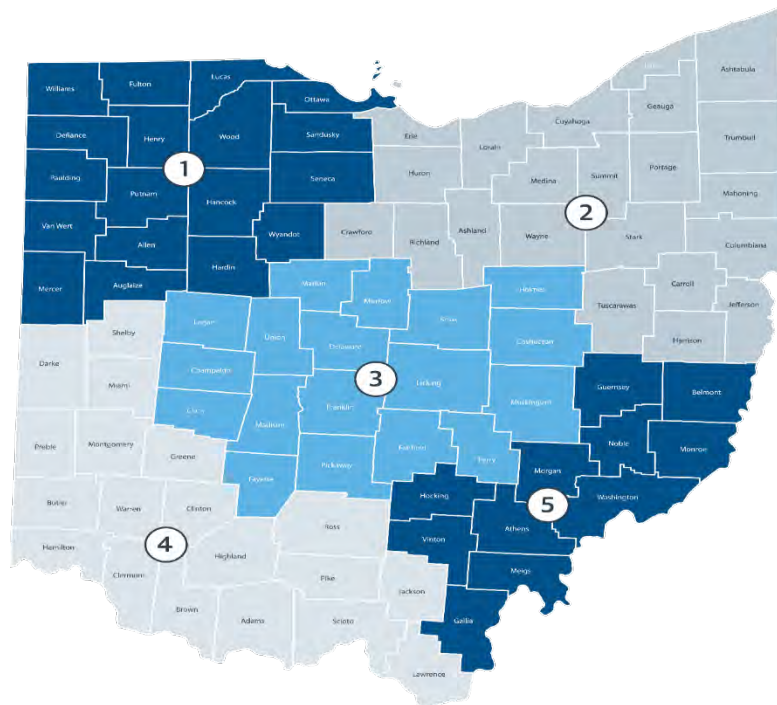
The following terms and conditions will apply to any purchase or utilization of the Products & Services from Contractor. This Appendix may be modified at any time with the mutual written consent of the Contractor and Equalis.

## 1. Products & Services

Contractor is contracted to provide Members any and all tasks associated with the appropriate Construction Task Catalog (the "CTC") for the region in Ohio the Contractor is authorized to perform through the applicable Job Order Contracting Contracts ("JOC Contract"). The table below provides a summary of the scope of services Contractor was awarded. These JOC Contracts define the Products & Services Contractor is making available to Members and in which geographic regions ("Region").

JOC Contracts	Product & Services	Region
COG-2147-GC3-A	General Construction	3
COG-2147-GC4-A	General Construction	4
COG-2147-GC5-A	General Construction	5

(a) **Map of Geographic Regions.** The geographic reach of each contract's Region is identified in the following map.



(b) **Ohio County Listings by Region.** The geographic reach of each contract’s Region is identified by the following county listing by region.

**Region #1**

Williams	Fulton	Lucas	Defiance	Henry	Wood
Ottawa	Sandusky	Paulding	Putnam	Hancock	Seneca
Van Wert	Allen	Mercer	Auglaize	Hardin	Wyandot

**Region #2**

Erie	Lorain	Cuyahoga	Lake	Ashtabula	Huron
Medina	Summit	Geauga	Trumbull	Crawford	Richland
Ashland	Wayne	Stark	Portage	Mahoning	Columbiana
Tuscarawas	Carroll	Jefferson	Harrison		

**Region #3**

Marion	Morrow	Knox	Holmes	Logan	Union
Delaware	Licking	Coshocton	Champaign	Clark	Madison
Franklin	Fayette	Pickaway	Fairfield	Perry	Muskingum

**Region #4**

Dark	Shelby	Miami	Preble	Montgomery	Greene
Butler	Warren	Clinton	Hamilton	Clermont	Brown
Highland	Adams	Ross	Pike	Scioto	Jackson
Lawrence					

**Region #5**

Guernsey	Belmont	Noble	Monroe	Morgan	Washington
Hocking	Athens	Vinton	Meigs	Gallia	

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Contractor and Equalis.

**2. Pricing for Products & Services**

Pricing is made available to Members on a per unit basis for the tasks outlined in the CTC (“Per Unit Pricing”). Contractor’s Per Unit Pricing is determined by multiplying the appropriate Per Unit Price appearing in the appropriate regional CTC by the Contractor’s appropriate Adjustment Factor in the corresponding geographic region (“Regional Adjustment Factor”). The Adjustment Factors made available in each Region for Services are included in the following table.

Contract #	Trade	Normal Working Hours Prevailing Wage	Other than Normal Working Hours Prevailing Wage	Normal Working Hours Non-Prevailing Wage	Other than Normal Working Hours Non-Prevailing Wage	Non Pre-Priced Adjustment Factor
COG-2147-GC3-A	General Construction	1.1499	1.1749	1.1499	1.1749	1.1999
COG-2147-GC4-A	General Construction	1.1499	1.1749	1.1499	1.1749	1.1999
COG-2147-GC5-A	General Construction	1.1499	1.1749	1.1499	1.1749	1.1999

Each JOC Contract awarded to the Contractor may contain different Adjustment Factors based on geographic cost factors.











# Agreement - CCOG and McDaniels (SA23 Master) draft 2023.06.02


Final Audit Report

2023-06-08


Created:	2023-06-06
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApUvR1d_RDI5wXttjW9FTya4XCnqvy9Np

## "Agreement - CCOG and McDaniels (SA23 Master) draft 2023.06.02" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
2023-06-06 - 8:36:14 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Girard (egirard@mcdanielsconstruction.com) for signature  
2023-06-06 - 8:39:55 PM GMT
-  Email viewed by Eric Girard (egirard@mcdanielsconstruction.com)  
2023-06-08 - 4:19:48 PM GMT- IP address: 71.67.93.250
-  Document e-signed by Eric Girard (egirard@mcdanielsconstruction.com)  
Signature Date: 2023-06-08 - 4:24:17 PM GMT - Time Source: server- IP address: 71.67.93.250
-  Document emailed to fcorlett@solonohio.org for signature  
2023-06-08 - 4:24:18 PM GMT
-  Email viewed by fcorlett@solonohio.org  
2023-06-08 - 4:24:53 PM GMT- IP address: 64.85.173.2
-  Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett  
2023-06-08 - 4:31:53 PM GMT- IP address: 64.85.173.2
-  Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)  
Signature Date: 2023-06-08 - 4:31:55 PM GMT - Time Source: server- IP address: 64.85.173.2
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature  
2023-06-08 - 4:31:56 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)  
2023-06-08 - 5:16:21 PM GMT- IP address: 104.47.56.254

 Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2023-06-08 - 5:16:35 PM GMT - Time Source: server- IP address: 174.228.161.103

 Agreement completed.

2023-06-08 - 5:16:35 PM GMT

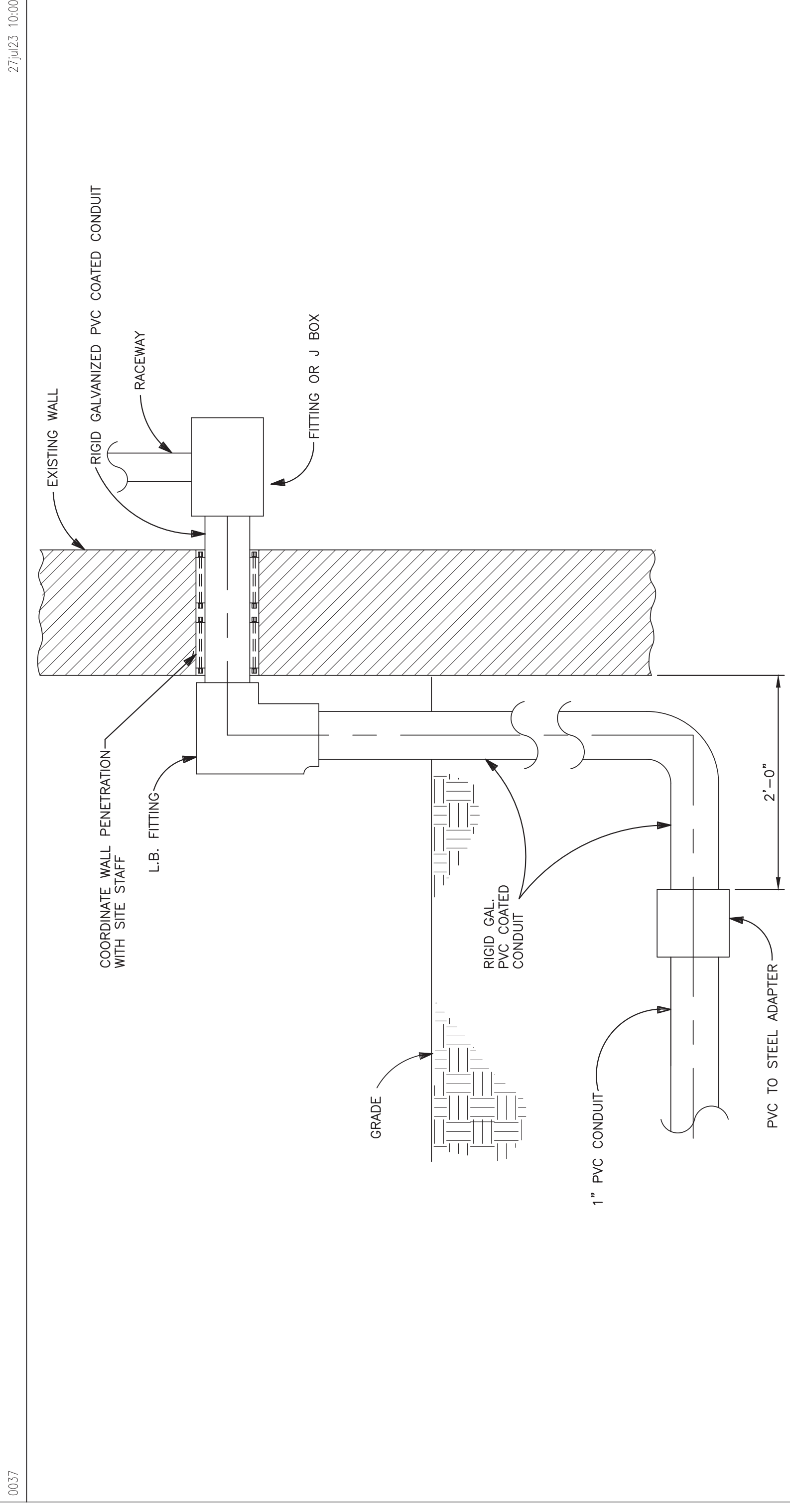




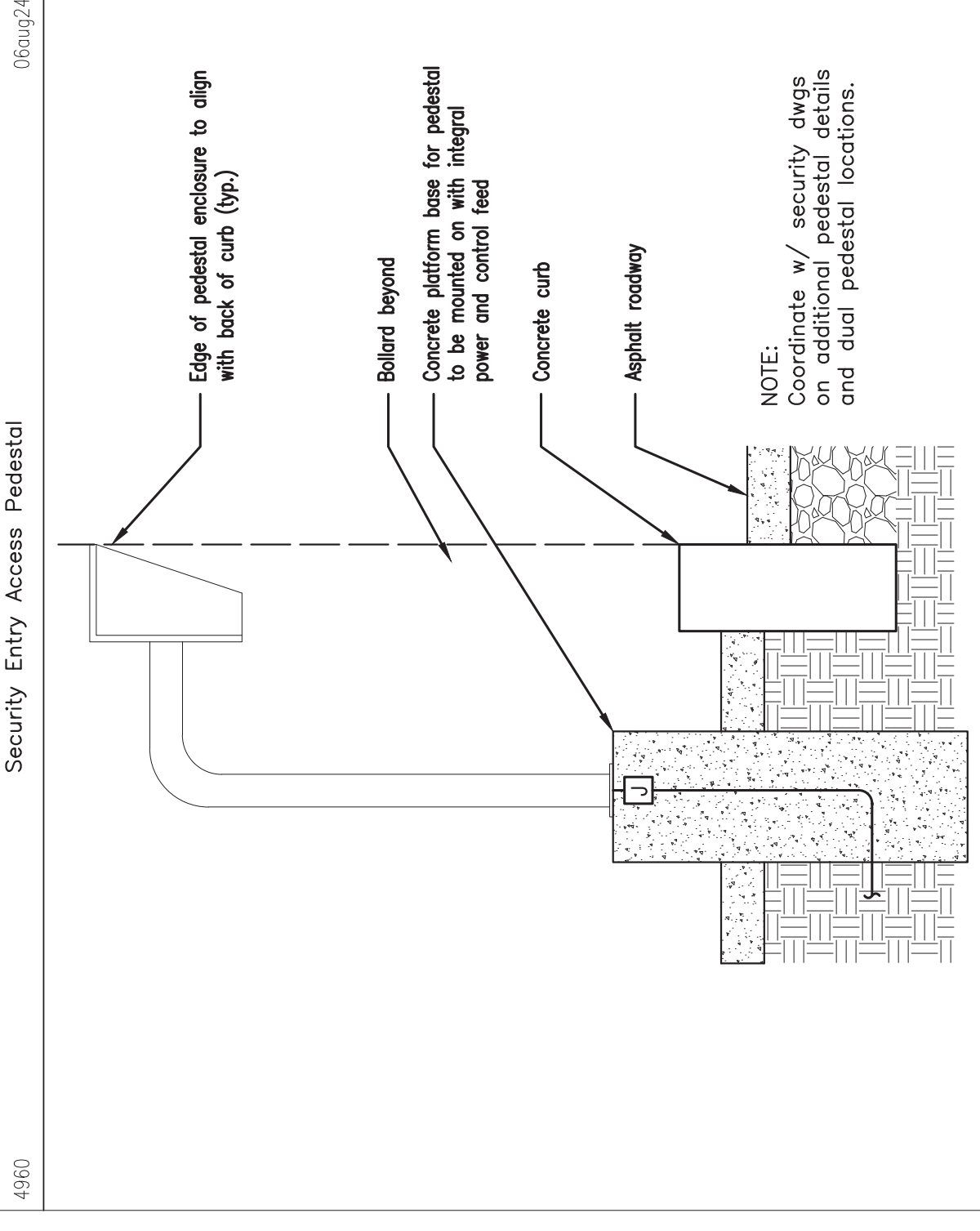




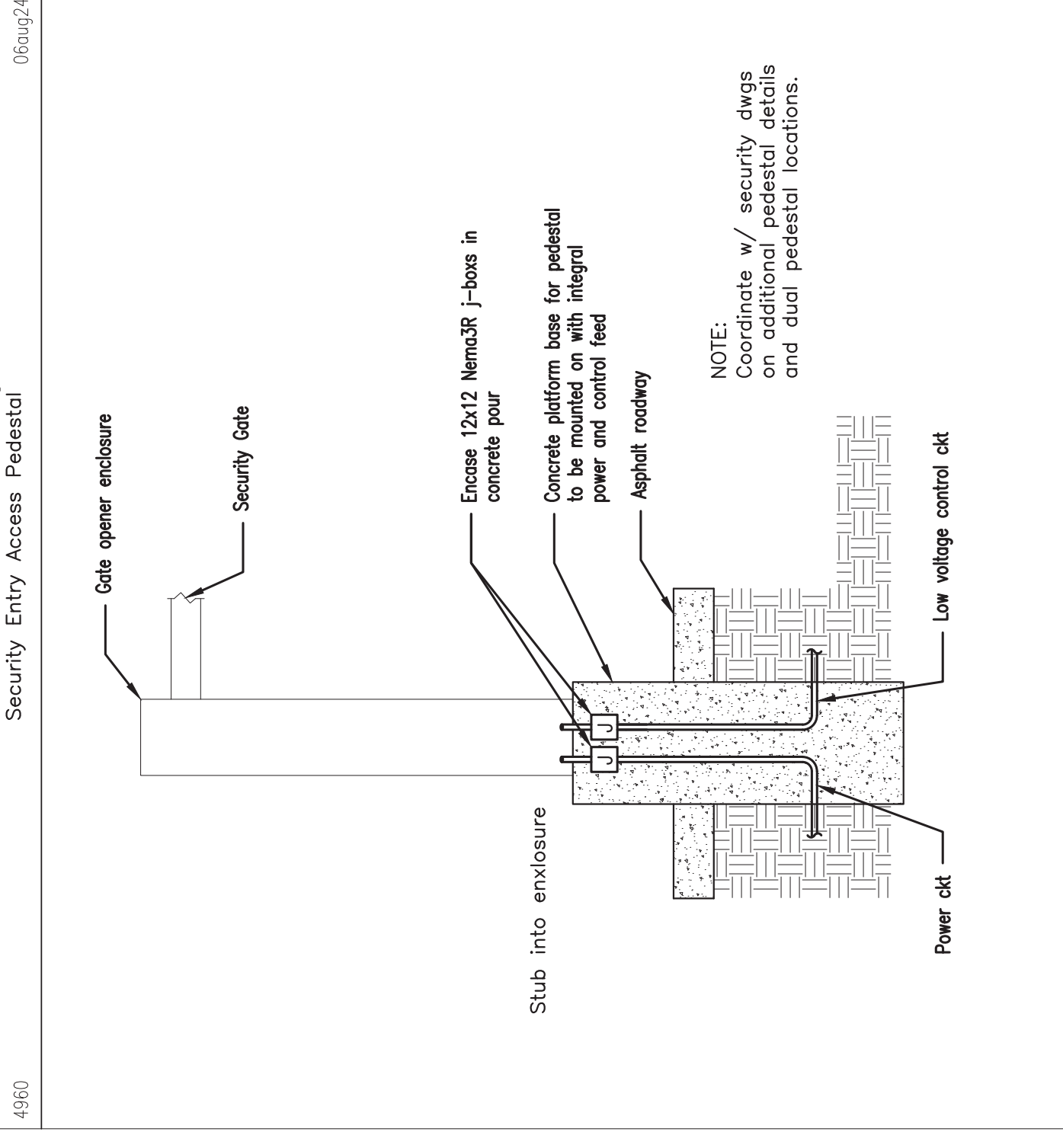
Not Assigned  
Above Grade Conduit Wall Penetration



32 00 00 Exterior Improvements  
28 00 00 Safety



32 00 00 Exterior Improvements  
28 00 00 Safety



230703

4960

06aug24

230703

0037

27jul23 10:00

FAIRFIELD COUNTY PUBLIC SAFETY AND JAIL FACILITY

345 LINCOLN AVE., LANCASTER, OHIO 43130

© 2024 BY: OAS ARCHITECTS, INC. ALL RIGHTS RESERVED.

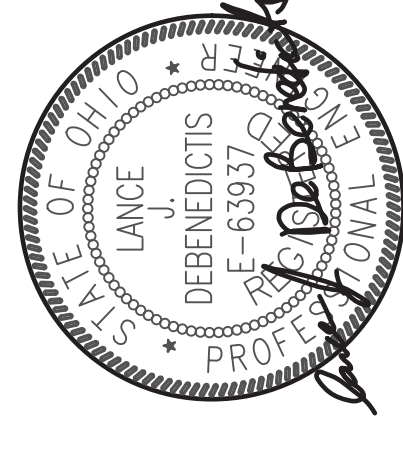
THE INSTRUMENTS EXERCISED HEREIN ARE THE SOLE PROPERTY OF OAS ARCHITECTS, INC. NO PART OF THESE INSTRUMENTS MAY BE REPRODUCED WITHOUT ITS WRITTEN PERMISSION. NOTE: THESE DWGS SHALL NOT BE USED FOR ANY PURPOSES OTHER THAN THAT FOR WHICH THEY WERE PREPARED BY THE ENGINEER OR ARCHITECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. ANY MODIFICATION TO THESE DWGS SHALL BE MADE BY THE ENGINEER OR ARCHITECT AND SHALL BE INDICATED BY A REVISION. THE CONTRACT DOCUMENTS ARE COMPOSED OF THE DRAWINGS AND SPECIFICATIONS WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF OAS ARCHITECTS, INC. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

3. ADDITIONALLY, SEE GENERAL INFORMATION ON "A" SHEETS (ARCHITECT) DRAWINGS AND SPECIFICATIONS, INCLUDING ALL NOTES AND CONDITIONS, FOR THE PROJECT. THE CONSULTANT (ARCHITECT) PROFESSIONAL SERVICE SHALL BE USED IN CONJUNCTION WITH THE DRAWINGS AND SPECIFICATIONS WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF OAS ARCHITECTS, INC. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

4. THE CLIENT ACKNOWLEDGES THE CONSULTANT'S (ARCHITECT) DRAWINGS AND SPECIFICATIONS, INCLUDING ALL NOTES AND CONDITIONS, FOR THE PROJECT. THE CONSULTANT (ARCHITECT) PROFESSIONAL SERVICE SHALL BE USED IN CONJUNCTION WITH THE DRAWINGS AND SPECIFICATIONS WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF OAS ARCHITECTS, INC. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE CONTRACT DOCUMENTS SHALL BE USED AS A WHOLE AND SHALL BE CONSIDERED TO BE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

construction PHASE

DATE: 10/31/2024  
PROJECT #: 23152  
COPYRIGHT: 2024  
ISSUE DATE: 10/31/2024



343 E. LIVINGSTON  
LANCASTER, OHIO 43130  
614-461-1033

Electrical/Security Details

E301

LINETYPE LEGEND

- NEW WORK
- - - EXISTING TO REMAIN
- ..... DEMOLITION WORK

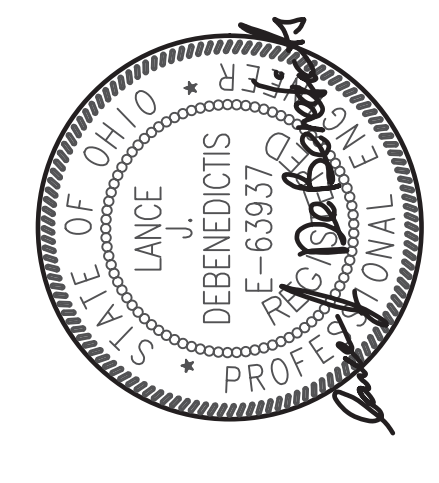
xpert engineering  
1857 Northwest Blvd., Columbus, Ohio 43212  
614.764.3000  
www.xpert-eng.com



© 2024 BY: OAS ARCHITECTS  
 ALL RIGHTS RESERVED.

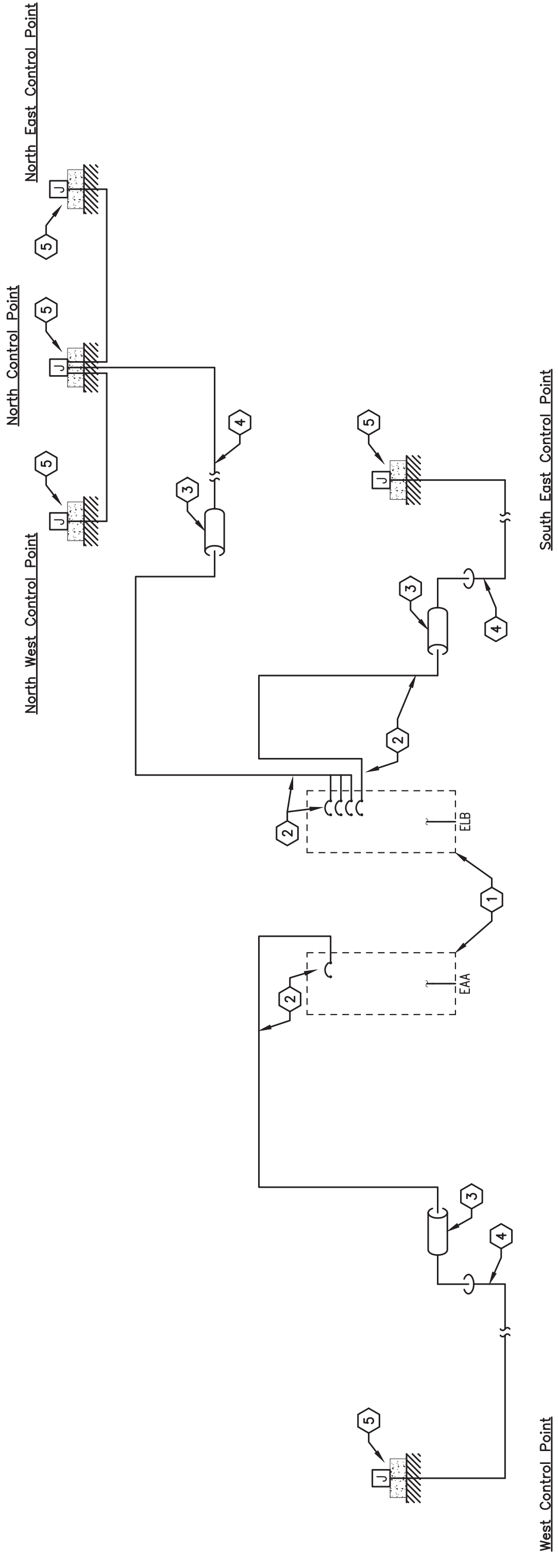
THE AGREEMENTS REFERRED TO HEREIN ARE THE SOLE PROPERTY OF OAS ARCHITECTS AND NO PART OF THESE DOCUMENTS OR ANY PART THEREOF MAY BE REPRODUCED WITHOUT ITS WRITTEN PERMISSION.  
 NOTE: THE CLIENT SHALL VERIFY THE ACCURACY OF ALL INFORMATION PROVIDED TO THE CONSULTANT AND SHALL BE RESPONSIBLE FOR THE EXISTING CONDITIONS AND REQUIREMENTS OF THE PROJECT AND ANY CHANGES THEREOF. THE CONSULTANT SHALL NOT BE RESPONSIBLY ASSIGNED IN THE CONTRACT DOCUMENTS.  
 2. THE CONTRACT DOCUMENTS ARE COMPOSED OF THE DRAWINGS AND THE PROJECT MANUAL IN THEIR ENTIRETY. THE INFORMATION IN THESE DOCUMENTS IS FOR THE EXCLUSIVE USE OF THE CLIENT AND SHALL BE KEPT SEPARATE FROM THE CONTRACT DOCUMENTS. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CLIENT OR FOR THE RESULTS OF THE CLIENT'S USE OF THE INFORMATION. THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONSULTANT AND SHALL BE RESPONSIBLE FOR THE RESULTS OF THE CLIENT'S USE OF THE INFORMATION.  
 3. ADDITIONALLY, SEE GENERAL INFORMATION ON "A7" SHEETS (ARCHITECT) DRAWINGS AND SPECIFICATIONS, INCLUDING ALL NOTES AND CONDITIONS. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF THE CLIENT'S USE OF THE INFORMATION.  
 4. THE CLIENT ACKNOWLEDGES THE CONSULTANT'S (ARCHITECT) DRAWINGS AND SPECIFICATIONS, INCLUDING ALL NOTES AND CONDITIONS. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF THE CLIENT'S USE OF THE INFORMATION.  
 5. ARCHITECT CANNOT WARRANT THE ACCURACY OF DATA CONTAINED HEREIN. ANY USE OF THIS INFORMATION OR OTHER PARTIES WITHOUT THE REVIEW AND WRITTEN CONSENT OF THE ARCHITECT SHALL BE AT THE USER'S RISK OF THE USER. FURTHERMORE, USER AGREES TO HOLD OAS ARCHITECTS HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OAS ARCHITECTS IN CONNECTION WITH THE MODIFICATION OR REUSE OF THESE MATERIALS.

construction PHASE  
 DATE: 10/31/2024  
 PROJECT #: 23152  
 COPYRIGHT: 2024  
 ISSUE DATE: 10/31/2024



343 E. LIVINGSTON  
 COLUMBUS, OHIO 43215  
 614-461-1033  
 Electrical/Security Details

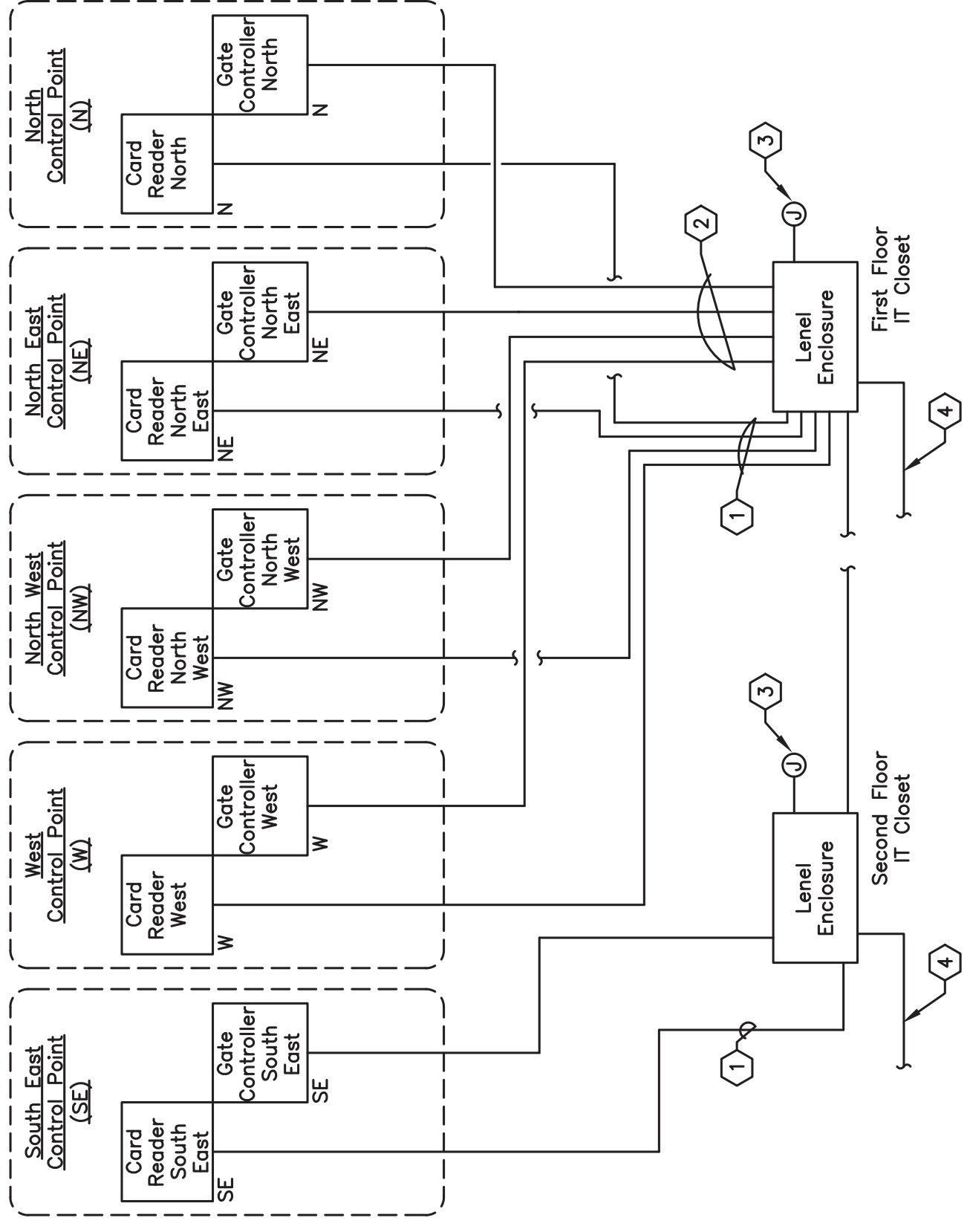
E302



- Branch Circuit Coded Notes**
- Existing panels on emergency power, circuit breaker, raceway and conductors concealed through building to exterior wall.
  - Building water tight sleeve through wall. Coordinate with Building Staff for exact location.
  - Provide water tight raceway to control point, maintain minimum cover per NEC. 3p, 1-box poured in place with concrete above finished parking lot surface.

xpert engineering  
 1857 Northwest Blvd., Columbus, Ohio 43212  
 614.764.3000  
 www.xpert-eng.com

LINETYPE LEGEND	
—	NEW WORK
- - -	EXISTING TO REMAIN
.....	DEMOLITION WORK



**General Notes**

A. All enclosures and devices with full cover by EC. EC shall coordinate with Lenel vendor for exact layout.

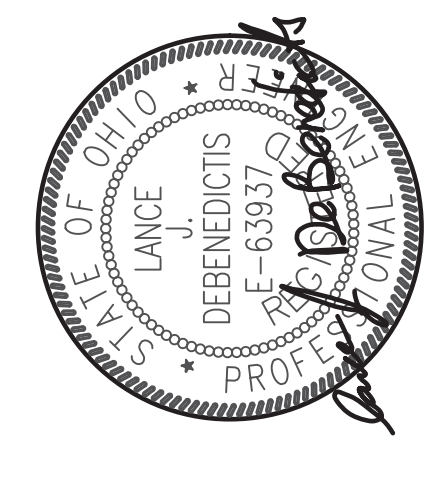
**Riser Coded Notes**

1. Lenel vendor to provide 18/6 shielded cable.  
 2. Lenel vendor to provide 18/6 cable.  
 3. Data connection to emergency circuit by EC.  
 4. Data connection to County system by Lenel vendor.

FAIRFIELD COUNTY PUBLIC SAFETY AND JAIL FACILITY  
 345 LINCOLN AVE., LANCASTER, OHIO 43130

© 2024 BY: OAS ARCHITECTS, INC. ALL RIGHTS RESERVED.  
 THE INSTRUMENTS REFERRED TO HEREIN ARE THE SOLE PROPERTY OF OAS ARCHITECTS, INC. AND NO PART OF THESE INSTRUMENTS MAY BE REPRODUCED WITHOUT ITS WRITTEN PERMISSION.  
 NOTE: THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE EXISTING CONDITIONS AND REQUIREMENTS OF THE PROJECT OR ANY INSTRUMENTS PREPARED BY ANY OTHER PROFESSIONAL CONSULTANT ASSOCIATED IN THE CONTRACT DOCUMENTS.  
 2. THE CONTRACT DOCUMENTS ARE COMPOSED OF THE DRAWINGS AND THE PROJECT MANUAL IN THEIR ENTIRETY. THE INFORMATION IN THESE DOCUMENTS IS TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 3. ADDITIONALLY, SEE GENERAL INFORMATION ON "A" SHEETS.  
 4. THE CLIENT ACKNOWLEDGES THE CONSULTANT'S (ARCHITECT) DRAWINGS AND SPECIFICATIONS, INCLUDING ALL INFORMATION AND DATA, AS ACCURATE AND COMPLETE. THE CONSULTANT (ARCHITECT) PROFESSIONAL SERVICE IS LIMITED TO THE DESIGN AND DOCUMENTATION OF THE PROJECT AND DOES NOT INCLUDE THE CONSTRUCTION OF THE PROJECT OR THE VERIFICATION OF THE CONSTRUCTION. THE ARCHITECT MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR ANY OTHER PARTY. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE EXISTING CONDITIONS AND REQUIREMENTS OF THE PROJECT OR ANY INSTRUMENTS PREPARED BY ANY OTHER PROFESSIONAL CONSULTANT ASSOCIATED IN THE CONTRACT DOCUMENTS.  
 5. ARCHITECT CANNOT WARRANT THE ACCURACY OF DATA OBTAINED FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO OTHER PARTIES, WITHOUT THE REVIEW AND WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE EXISTING CONDITIONS AND REQUIREMENTS OF THE PROJECT OR ANY INSTRUMENTS PREPARED BY ANY OTHER PROFESSIONAL CONSULTANT ASSOCIATED IN THE CONTRACT DOCUMENTS.  
 FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY THE CLIENT AS A RESULT OF THE ARCHITECT'S NEGLIGENCE, MALPRACTICE, OR BREACH OF CONTRACT. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO. ANY DISPUTE ARISING FROM THIS AGREEMENT SHALL BE REFERRED TO ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARCHITECT'S LIABILITY SHALL BE LIMITED TO THE FEE RECEIVED FOR THE SERVICES RENDERED. THIS AGREEMENT SHALL BE VOID IF IT IS FOUND TO BE UNLAWFUL, UNENFORCEABLE, OR IN VIOLATION OF ANY APPLICABLE LAW. THE ARCHITECT'S LIABILITY SHALL BE LIMITED TO THE FEE RECEIVED FOR THE SERVICES RENDERED. THIS AGREEMENT SHALL BE VOID IF IT IS FOUND TO BE UNLAWFUL, UNENFORCEABLE, OR IN VIOLATION OF ANY APPLICABLE LAW.

construction PHASE  
 DATE: 10/31/2024  
 PROJECT #: 23152  
 COPYRIGHT: 2024  
 ISSUE DATE: 10/31/2024



343 E. LIVINGSTON  
 COLUMBUS, OHIO 43215  
 614-461-1033  
 Electrical/Security Details

E303

**xpert engineering**

1857 Northwest Blvd., Columbus, Ohio 43212  
 614.764.3000  
 www.xpert-eng.com

LINETYPE LEGEND	
—————	NEW WORK
- - - - -	EXISTING TO REMAIN
.....	DEMOLITION WORK

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24007954 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

**B  
I  
L  
L  
T  
O**

COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

Revisions: 000

**V  
E  
N  
D  
O  
R**

MCDANIEL'S CONSTRUCTION INC  
1069 WOODLAND AVE  
COLUMBUS, OH 43219

**S  
H  
I  
P  
T  
O**

MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-258-3097		8784		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/27/2024	8009			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Sheriff's Office - Security Fencing GL Account: 12343500 - 570000	1.0	EACH	\$438,244.46	\$438,244.46
GL SUMMARY					
	12343500 - 570000			\$438,244.46	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$438,244.46 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 11/27/2024

*Carri L. Brown*

Auditor Fairfield County, OH

**Purchase Order Total \$438,244.46**

*For Department Use ONLY*

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of an Agreement for the construction of a security barrier at the Sheriff's Office and Jail with McDaniels Construction Inc.

(Fairfield County Facilities)

Approved as to form on 12/31/2024 2:33:50 PM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.gg

A Resolution Authorizing the Approval of an Agreement for the construction of a security barrier at the Sheriff's Office and Jail with McDaniels Construction Inc.

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to authorize the establishment of a Budget Stabilization Fund for the Fairfield County Health Department [HEALTH DEPARTMENT]**

**WHEREAS,** A taxing authority (Fairfield County Commissioners) of a subdivision (Health Department) may establish reserve balance accounts to accumulate currently available resources; and

**WHEREAS,** the purpose of the new reserve balance account is to stabilize subdivision (Health Department) budgets against cyclical changes in revenues and expenditures; and

**WHEREAS,** the amount of money to be reserved in such an account in any fiscal year shall not exceed five per cent of the revenue credited in the preceding fiscal year to the general fund of the health department; and

**WHEREAS,** at any time, the taxing authority (Fairfield County Commissioners) of a subdivision (Health Department) may reduce or eliminate the reserve balance in the reserve balance account; and

**WHEREAS,** permission to create a reserve balance account is found under ORC 5705.13 (A)(1); and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That a new reserve balance account called "Budget Stabilization" fund be established with the following revenue account:

Receipts:  
717xxxxx-439100 interfund transfers in

Prepared by: Jamie Ehorn





Fairfield County  
Health  
Department

R. Joseph Ebel RS, MS, MBA  
Health Commissioner

**RESOLUTION 2024-12**

A resolution to authorize the establishment of a Budget Stabilization Fund for the Fairfield County Health Department [HEALTH DEPARTMENT]

**WHEREAS**, a taxing authority (Fairfield County Commissioners) of a subdivision (Fairfield County Health Department) may establish reserve balance accounts to accumulate currently available resources; and

**WHEREAS**, the purpose of the new reserve balance account is to stabilize subdivision budgets against cyclical changes in revenues and expenditures; and

**WHEREAS**, the amount of money to be reserved in such an account in any fiscal year shall not exceed five per cent of the revenue credited in the preceding fiscal year to the general fund; and

**WHEREAS**, at any time, the taxing authority (Fairfield County Commissioners) of a subdivision (Fairfield County Health Department) may reduce or eliminate the reserve balance in the reserve balance account: and

**WHEREAS**, permission to create a reserve balance account is found under ORC 5705.13 (A)(1).

**NOW THEREFORE, BE IT RESOLVED BY THE FAIRFIELD COUNTY GENERAL HEALTH DISTRICT BOARD:**


Section 1. That the Fairfield County Commissioners establish a new fund called "Budget Stabilization" fund.

Ratified upon the motion of: Dr. Teresa Wood

And the second of: Dr. Allen Shaw

Ayes: 5 Nays: 0 Abstentions: 0

Adopted: 11/13/2024



Brian Oliver, President



Joe Ebel, Health Commissioner

Cc: Fairfield County Auditor

Prepared by: Jamie Ehorn  
Fairfield County Health Department

**From:** [Brown-Thompson, Amy L](#)  
**To:** [Ehorn, Jamie Elise](#)  
**Cc:** [Ebel, Robert Joseph \(Joe\)](#); [Darnell, Steven T](#)  
**Subject:** RE: Fund for Budget Stabilization  
**Date:** Wednesday, October 16, 2024 4:58:13 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)

---

Hi Jamie,

I looked into your question and I would say that the board of health lacks the authority to set up a reserve balance account under ORC 5705.13. Under ORC 5705.13, it provides that the “taxing authority” of a subdivision has the authority to set up a reserve balance account. “Taxing Authority” is specifically defined under ORC 5705.01(C):

(C) “Taxing authority” or “bond issuing authority” means, in the case of any county, the board of county commissioners; in the case of a municipal corporation, the council or other legislative authority of the municipal corporation; in the case of a city, local, exempted village, cooperative education, or joint vocational school district, the board of education; in the case of a community college district, the board of trustees of the district; in the case of a technical college district, the board of trustees of the district; in the case of a detention facility district, a district organized under [section 2151.65 of the Revised Code](#), or a combined district organized under [sections 2152.41 and 2151.65 of the Revised Code](#), the joint board of county commissioners of the district; in the case of a township, the board of township trustees; in the case of a joint police district, the joint police district board; in the case of a joint fire district, the board of fire district trustees; in the case of a joint recreation district, the joint recreation district board of trustees; in the case of a joint-county alcohol, drug addiction, and mental health service district, the district's board of alcohol, drug addiction, and mental health services; in the case of a joint ambulance district or a fire and ambulance district, the board of trustees of the district; in the case of a union cemetery district, the legislative authority of the municipal corporation and the board of township trustees, acting jointly as described in [section 759.341 of the Revised Code](#); in the case of a drainage improvement district, the board of county

commissioners of the county in which the drainage district is located; in the case of a lake facilities authority, the board of directors; in the case of a joint emergency medical services district, the joint board of county commissioners of all counties in which all or any part of the district lies; and in the case of a township police district, a township fire district, a township road district, or a township waste disposal district, the board of township trustees of the township in which the district is located. "Taxing authority" also means the educational service center governing board that serves as the taxing authority of a county school financing district as provided in [section 3311.50 of the Revised Code](#), the board of directors of a regional student education district created under [section 3313.83 of the Revised Code](#), and the board of directors of a career-technical cooperative education district created under [section 3313.831 of the Revised Code](#).

I excerpted it for your review to show that general health districts are not included on that list. Since a general health district is not included as a "taxing authority", it is my legal opinion that they lack the authority to set up such an account. Therefore, I do think that the BCC would have to set up such an account for the BOH.

If you have any questions, please let me know.

Thanks,  
Amy



**Amy Brown Thompson**  
**Civil Division Chief**

Fairfield County Prosecutor's Office  
239 West Main Street, Suite 101  
Lancaster, Ohio 43130  
(P) 740-652-7560 | (F) 740-653-4708  
[www.co.fairfield.oh.us/prosecutor](http://www.co.fairfield.oh.us/prosecutor)

This transmission may contain confidential information intended only for the intended recipient(s). The information contained in this transmission may also be privileged and/or subject to attorney work-product protection. If you are not the intended recipient, any use, dissemination, distribution, or copying of this document or its contents is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed.

---

**From:** Ehorn, Jamie Elise <[jamie.ehorn@fairfieldcountyohio.gov](mailto:jamie.ehorn@fairfieldcountyohio.gov)>  
**Sent:** Thursday, October 10, 2024 12:01 PM

**To:** Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>  
**Cc:** Ebel, Robert Joseph (Joe) <joe.ebel@fairfieldcountyohio.gov>; Darnell, Steven T <steven.darnell@fairfieldcountyohio.gov>  
**Subject:** RE: Fund for Budget Stabilization

Hi Amy,

We have our next board meeting on Wednesday, October 16<sup>th</sup>, do you think you will have time to review this prior to that date?

Thanks.  
Jamie

---

**From:** Brown-Thompson, Amy L <[amy.brown-thompson@fairfieldcountyohio.gov](mailto:amy.brown-thompson@fairfieldcountyohio.gov)>  
**Sent:** Sunday, October 6, 2024 4:25 PM  
**To:** Ehorn, Jamie Elise <[jamie.ehorn@fairfieldcountyohio.gov](mailto:jamie.ehorn@fairfieldcountyohio.gov)>  
**Cc:** Ebel, Robert Joseph (Joe) <[joe.ebel@fairfieldcountyohio.gov](mailto:joe.ebel@fairfieldcountyohio.gov)>; Darnell, Steven T <[steven.darnell@fairfieldcountyohio.gov](mailto:steven.darnell@fairfieldcountyohio.gov)>  
**Subject:** RE: Fund for Budget Stabilization

Hi Jamie,

We'll review and let you know.

Thanks,  
Amy



**Amy Brown Thompson**  
**Civil Division Chief**

Fairfield County Prosecutor's Office  
239 West Main Street, Suite 101  
Lancaster, Ohio 43130  
(P) 740-652-7560 | (F) 740-653-4708  
[www.co.fairfield.oh.us/prosecutor](http://www.co.fairfield.oh.us/prosecutor)

This transmission may contain confidential information intended only for the intended recipient(s). The information contained in this transmission may also be privileged and/or subject to attorney work-product protection. If you are not the intended recipient, any use, dissemination, distribution, or copying of this document or its contents is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed.

**From:** Ehorn, Jamie Elise <[jamie.ehorn@fairfieldcountyohio.gov](mailto:jamie.ehorn@fairfieldcountyohio.gov)>  
**Sent:** Thursday, October 3, 2024 5:09 PM  
**To:** Brown-Thompson, Amy L <[amy.brown-thompson@fairfieldcountyohio.gov](mailto:amy.brown-thompson@fairfieldcountyohio.gov)>  
**Cc:** Ebel, Robert Joseph (Joe) <[joe.ebel@fairfieldcountyohio.gov](mailto:joe.ebel@fairfieldcountyohio.gov)>  
**Subject:** Fund for Budget Stabilization

Hi Amy,

We are considering setting up a fund for budget stabilization. I reached out to the auditor's office to see if they were aware of other agencies in the county that have this type of fund established and Bev's response is in the email chain below. She suggested that I reach out to you to see if the County Commissioners would need to approve this fund by resolution. The code section regarding reserve accounts is below.

Section 5705.13 | Reserve balance accounts - special revenue fund - capital projects fund.  
Ohio Revised Code/Title 57 Taxation/Chapter 5705 Tax Levy Law

(A) A taxing authority of a subdivision, by resolution or ordinance, may establish reserve balance accounts to accumulate currently available resources for the following purposes:

1. To stabilize subdivision budgets against cyclical changes in revenues and expenditures;

<https://codes.ohio.gov/ohio-revised-code/section-5705.13>

Thanks.  
Jamie

---

**From:** Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>  
**Sent:** Tuesday, October 1, 2024 1:13 PM  
**To:** Ehorn, Jamie Elise <[jamie.ehorn@fairfieldcountyohio.gov](mailto:jamie.ehorn@fairfieldcountyohio.gov)>  
**Subject:** RE: [FC-Finance #573085] Fund for Budget Stabilization

Jamie,

I reached out to Carri for some additional information. She indicated that other health districts have a budget stabilization fund. Your health district would need to ask the Prosecutor if the Board of County Commissioner would need to approve one by resolution.

She shared this question arose a few years ago and at that time, it was thought the County Commissioners would approve the resolution for a stabilization fund because they are technically

the taxing authority for the General Health District.

I apologize for the delayed response. The original request fell off my radar, so thank you for the follow-up reminder.



## Beverly Hoskinson, CPM

Deputy Auditor – Financial Systems  
Financial Systems Director • Auditor's Office

📞 (740) 652-7042

🌐 <https://www.co.fairfield.oh.us/auditor/>

✉ [beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)

📍 210 E. Main St., 2<sup>nd</sup> Floor, Lancaster, OH 43130



---

**From:** Ehorn, Jamie Elise <[jamie.ehorn@fairfieldcountyohio.gov](mailto:jamie.ehorn@fairfieldcountyohio.gov)>  
**Sent:** Tuesday, October 1, 2024 11:20 AM  
**To:** Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>  
**Subject:** FW: [FC-Finance #573085] Fund for Budget Stabilization

Hi Bev,

Were you able to find out anything about this fund?

Thanks.

Jamie

---

**From:** RT - FC - Finance <[rt-fc-finance@co.fairfield.oh.us](mailto:rt-fc-finance@co.fairfield.oh.us)>  
**Sent:** Friday, September 20, 2024 7:54 AM  
**To:** Ehorn, Jamie Elise <[jamie.ehorn@fairfieldcountyohio.gov](mailto:jamie.ehorn@fairfieldcountyohio.gov)>  
**Subject:** [FC-Finance #573085] Fund for Budget Stabilization

Meagen Milea Bowland just replied to ticket [\[FC-Finance #573085\]](#):

---

Bev Hoskinson will be looking into this & will let you know what she finds.

Look for a separate email back from her.



Signature Page

Resolution No. 2025-01.07.hh

A resolution to authorize the establishment of a Budget Stabilization Fund for the  
Fairfield County Health Department [HEALTH DEPARTMENT]

(Fairfield County Health Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution granting Lisa McKenzie, Fairfield County Recorder, and Staff, Permission to Attend (Travel)**

**WHEREAS**, pursuant to Section 325.20 of the Ohio Revised Code, Lisa McKenzie, the Fairfield County Recorder, is requesting permission for the Recorder and staff to attend conventions and meetings deemed pertinent to the operation of the Recorder's Office in 2025.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of Commissioners approves this request for Lisa McKenzie, Fairfield County Recorder, and the employees of the Recorder's Office, to attend conventions and meetings deemed pertinent to the operation of the office, not to exceed the amount appropriated for travel expenses during the 2025 budget year and as consistent with Fairfield County policy.

Prepared by: Rochelle Menningen

Signature Page

Resolution No. 2025-01.07.ii

A resolution granting Lisa McKenzie, Fairfield County Recorder, and Staff,  
Permission to Attend (Travel)

(Fairfield County Recorder)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-01.07.jj

**A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.**

**WHEREAS**, the original contract for this project with Flecto LLC was approved by the Commissioners on December 3<sup>rd</sup>, 2024; and

**WHEREAS**, the original contract was in the amount of \$230,922.00; and

**WHEREAS**, change order #1 is necessary for a material change from drywall to a metal liner for the concession stand as well as the construction of 2 additional dug-outs at the adjacent ballfield and;

**WHEREAS**, change order #1 is necessary for increasing the Contract Completion date by 14 days to February 12, 2024; and

**WHEREAS**, the change order #1 will increase the contract price by \$21,537.00, making the new contract price \$252,459.00; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #1 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

**Section 2.** This Board hereby authorizes it's President to sign change order #1 for the Otte Park Concessions + Restroom Pavillion Project.

Prepared by: Joshua Hillberry  
cc: Regional Planning Commission

**CHANGE ORDER**

Order No. 1

Date: 12/26/2024

Agreement Date: 12/06/2024

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville  
Pool Improvements – Otte Park Concessions + Restroom Pavilion

OWNER: Fairfield County

CONTRACTOR: Flecto LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

This change order is for a material change from drywall to a metal liner including trim and any additional framing to install the metal on the interior of the building (walls and ceiling of the concession stand and both restrooms). The additional cost for this work is \$1,914.00. The change order also includes constructing 2 dug-outs at the adjacent ballfield. This works includes removing existing benches, framing, metal work and gravel floors. The additional cost for this work is \$19,623.00.

Change to CONTRACT PRICE: \$ 0.00 Total contract change to date

Original CONTRACT PRICE: \$ 230,922.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 230,922.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 21,537.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 252,459.00


Change to CONTRACT TIME: 0

The CONTRACT TIME will be increased (~~decreased~~) by 14 calendar days.

The date for completion of all WORK will be 02/12/2025 (Date)

Recommended By:

Engineer/Architect: Trevor McLean

Signature: 

Title: Engineer III - Verdantas LLC

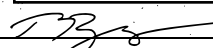
Accepted By:

Owner: Village of Pleasantville

Signature: 

Title: Mayor, Village of Pleasantville

Contractor: Flecto LLC

Signature: 

Title: **President**

County:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Township: N/A

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Page

Resolution No. 2025-01.07.jj

A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

2025-01.07.kk

**A resolution to approve Conditional Acceptance of Chesapeake Section 2 & Section 3 Subdivision [Regional Planning]**

**WHEREAS**, the developer of the Chesapeake subdivision, Violet Township, has completed the public improvements for Sections 2 & 3 in accordance with the approved construction drawings.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

**Section 1.** That this Board hereby grants conditional acceptance of the public improvements for Chesapeake Section 2 & Section 3 subdivision, subject to the three-year maintenance requirements.

Prepared by: Joshua Hillberry  
cc: Regional Planning



Signature Page

Resolution No. 2025-01.07.kk

A resolution to approve Conditional Acceptance of Chesapeake Section 2 & Section 3 Subdivision [Regional Planning]

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for Fund 2711, Continuous Professional Training; and

**WHEREAS**, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$20,000.00; 23271100, Contractual services

Prepared by: Elisa Dowdy

**Appropriate from Unappropriated  
For Auditor's Office Use Only:**

\$20,000.00

23271100; 550450; Training

Signature Page

Resolution No. 2025-01.07.II

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.,**

**WHEREAS,** The Fairfield County Sheriff's Office has previously submitted an agreement for inmate food services for the Fairfield County Jail, and such agreement was approved; and

**WHEREAS,** the agreement can be renewed for one-year periods; and

**WHEREAS,** this agreement shall continue to be effective December 15, 2024 and shall terminate on December 14, 2025.

---

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached renewal agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

Prepared by: Mendi Rarey  
Cc: Sheriff's Office

TRINITY SERVICES  
GROUP, INC.



Fairfield County Sheriff's Office  
Attn: Sheriff Alex Lape  
345 Lincoln Avenue  
Lancaster, OH 43130

November 21, 2024

RE: Food Service Agreement for Inmate Meals

Dear Sheriff Lape:

It continues to be an honor and a privilege to provide inmate food services at the Fairfield County Jail. As you are aware, the parties may, by mutual agreement, extend the Agreement for another year, effective December 15, 2024. Trinity respectfully requests that we exercise the annual renewal option and effective on the renewal date, per the Agreement, adjust meal prices equal to the change in the Consumer Price Index, Food Away From Home. Based on the September Index data (copy enclosed), the change in the Index over the last year was 3.8%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective upon the renewal date of the agreement, December 15, 2024.


Assuming you agree with extending the term through December 14, 2025, and adjusting the meal prices as stated herein, please countersign the enclosed confirmation copy of this letter and return it to our office.

Trinity sincerely appreciates the opportunity to serve the Fairfield County Jail. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding this adjustment or the food services we provide.

Very truly yours,

Matt Stimpson  
Midwest Regional Vice President  
(248) 296-0784  
[Matt.Stimpson@TrinityServicesGroup.com](mailto:Matt.Stimpson@TrinityServicesGroup.com)

Approved:

  
Sheriff Alex Lape  
Date: *12/5/2024*

*Success is to be measured not so much by the position that one has reached in life as by the obstacles which he has overcome while trying to succeed.*

*~Booker T. Washington~*



TRINITY SERVICES  
GROUP, INC.

## FAIRFIELD COUNTY INMATE FEEDING COST SUMMARY

### INMATE MEALS

EFFECTIVE DECEMBER 15, 2024

<u>Meal Count</u>	<u>Cost per Meal</u>	<u>Meal Count</u>	<u>Cost per Meal</u>
160 - 164	\$2.519	275 - 279	\$1.822
165 - 169	\$2.469	280 - 284	\$1.805
170 - 174	\$2.426	285 - 289	\$1.789
175 - 179	\$2.381	290 - 294	\$1.771
180 - 184	\$2.340	295 - 299	\$1.755
185 - 189	\$2.297	300 - 304	\$1.739
190 - 194	\$2.260	305 - 309	\$1.727
195 - 199	\$2.222	310 - 314	\$1.712
200 - 204	\$2.190	315 - 319	\$1.700
205 - 209	\$2.155	320 - 324	\$1.687
210 - 214	\$2.125	325 - 329	\$1.675
215 - 219	\$2.097	330 - 334	\$1.665
220 - 224	\$2.067	335 - 339	\$1.650
225 - 229	\$2.040	340 - 344	\$1.644
230 - 234	\$2.014	345 - 349	\$1.631
235 - 239	\$1.990	350 - 354	\$1.621
240 - 244	\$1.966	355 - 359	\$1.611
245 - 249	\$1.944	360 - 364	\$1.602
250 - 254	\$1.921	365 - 369	\$1.592
255 - 259	\$1.900	370 - 374	\$1.582
260 - 264	\$1.877	375 - 379	\$1.574
265 - 269	\$1.860	380 - 384	\$1.565
270 - 274	\$1.841		

The weekly price point is determined by dividing the total number of meals served during the weekly billing cycle by 21.







# Databases, Tables & Calculators by Subject

[Special Notices 4/25/2024](#)

Change Output Options:

From:  To:  

include graphs  include annual averages

[More Formatting Options](#) 

Data extracted on: November 13, 2024 (8:46:45 AM)

## Consumer Price Index for All Urban Consumers (CPI-U)

**Series Id:** CUUR0000SEFV  
 Not Seasonally Adjusted  
**Series Title:** Food away from home in U.S. city average, all urban consumers, not seasonally adjusted  
**Area:** U.S. city average  
**Item:** Food away from home  
**Base Period:** 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	282.358	286.461
2020	289.137	289.781	290.216	290.639	291.709	293.219	294.599	295.437	297.080	297.893	298.253	299.369	290.784	297.105
2021	300.382	300.540	300.897	301.819	303.481	305.634	308.023	309.336	310.996	313.592	315.481	317.372	302.126	312.467
2022	319.471	320.880	321.689	323.559	325.952	329.033	331.342	334.212	337.369	340.532	342.266	343.559	323.431	338.213
2023	345.677	347.869	349.944	351.237	352.892	354.245	354.862	356.083	357.488	358.824	360.383	361.564	350.311	358.201
2024	363.249	363.596	364.546	365.813	367.099	368.616	369.383	370.348	371.604	372.486			365.487	

## 12-Month Percent Change

**Series Id:** CUUR0000SEFV  
 Not Seasonally Adjusted  
**Series Title:** Food away from home in U.S. city average, all urban consumers, not seasonally adjusted  
**Area:** U.S. city average  
**Item:** Food away from home  
**Base Period:** 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	2.0	2.2	2.3	2.2	2.2	2.2	2.4	2.5	2.7	2.8	2.9	3.0	2.2	2.7
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2	3.3	3.2	3.1	3.0	3.2
2020	3.1	3.0	3.0	2.8	2.9	3.1	3.4	3.5	3.8	3.9	3.8	3.9	3.0	3.7
2021	3.9	3.7	3.7	3.8	4.0	4.2	4.6	4.7	4.7	5.3	5.8	6.0	3.9	5.2
2022	6.4	6.8	6.9	7.2	7.4	7.7	7.6	8.0	8.5	8.6	8.5	8.3	7.1	8.2
2023	8.2	8.4	8.8	8.6	8.3	7.7	7.1	6.5	6.0	5.4	5.3	5.2	8.3	5.9
2024	5.1	4.5	4.2	4.1	4.0	4.1	4.1	4.0	3.9	3.8			4.3	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200 Telecommunications Relay Service:7-1-1 [www.bls.gov](http://www.bls.gov) [Contact Us](#)

**CONTRACT FOR INMATE FOOD SERVICE AT THE  
FAIRFIELD COUNTY JAIL**

THIS Contract for Inmate Food Service at the Fairfield County Jail is made by and between the Board of Fairfield County Commissioners (the "Board") on behalf of the Fairfield County Sheriff's Office (the "FCSO"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Contractor"). The Board and FCSO are referred to herein jointly as the "Client" and the Client and Contractor are referred to herein jointly as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Board on behalf of the FCSO has issued a Request for Proposal for Inmate Food Services at the Fairfield County Jail ("RFP") and Contractor submitted its proposal to provide the necessary food services ("Proposal"); and

**WHEREAS**, The Board and FCSO have evaluated all proposals and selected the Contractor to provide the necessary services and desire to accept the Contractor's Proposal and avail itself of Contractor's services; and

**WHEREAS**, Contractor desires to perform such services for the Board and FCSO;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

**SECTION 1. FCSO'S GRANT TO CONTRACTOR**

The Client grants to Contractor, as an independent contractor, the exclusive right to operate inmate food services (excluding vending) at the Fairfield County Jail, 345 Lincoln Avenue, Lancaster, OH 43130 (such location hereinafter referred to as the "Jail"), and the exclusive right to serve to inmates, staff, and other persons at such Jail food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the FCSO (such food service hereinafter referred to as "Services").

**SECTION 2. CONTRACTOR'S RESPONSIBILITIES**

**2.1.** Pursuant to the terms, conditions and requirements of the RFP and the Proposal, both of which are incorporated herein by this reference and made a part hereof as if repeated verbatim, and the provisions of this Agreement, Contractor will operate and manage its Services hereunder at the Jail and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. The Contractor shall perform all Services in accordance with the terms, conditions, and provisions set forth in this Contract, the Scope of Work stated in the RFP and pertinent provisions of the Ohio Revised Code, the Ohio Administrative Code, federal and/or local statutes, ordinances, rules, and regulations, including without limitation pertinent provisions of the Health Insurance and Accountability Act of 1996 ("HIPPA") and implementing regulations dealing with the

confidentiality of health or health related information. In the event of an inconsistency between the terms stated herein and the Scope of Work stated in the RFP, the terms stated in the Scope of Work shall control.

**2.2** The FCSO may, in its sole and complete discretion not to be unreasonably or arbitrarily exercised, accept or reject any portion of the Services provided by Contractor. In the event that any portion of the Services is rejected by the FCSO, the Contractor shall proceed, upon the FCSO's request, with correcting any such rejected Services to the reasonable satisfaction of the FCSO. The review or acceptance by the FCSO of any Services performed by Contractor shall not relieve Contractor of its responsibility to perform such Services pursuant to the terms and conditions of this Contract. If the FCSO shall determine that the Contractor has failed to correct the rejected Services within a reasonable time, the Board may immediately terminate this Contract terminate this Contract by delivering via first class U.S. mail, postage prepaid, or by hand or by email to the Contractor's email contact listed below, a written Notice of Early Termination to the Contractor setting forth the date of the intended early termination date of this Contract. In the event of such early termination, the Contractor shall be liable to the Board and the FCSO for any costs, expenses and/or damages incurred by the Board and the FCSO as a result of the Contractor's failure to properly perform its obligations under this Contract.

**2.3.** Contractor shall, prior to the start of providing its Services, provide a performance bond in the amount of 100% of its total bid based on an average daily inmate count of 325. The performance bond shall be maintained at all times during the term of this Agreement and any extensions thereof.

**2.4.** Contractor agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding FCSO's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business and borne solely by Contractor. Upon request by the Board or FCSO, the Contractor shall deliver to the FCSO current photocopies of all required and/or necessary licenses and permits. Contractor agrees to pay all Federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in the Jail, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Jail. Except in circumstances in which the FCSO is exempt from sales tax, Contractor shall bill and FCSO shall pay for all applicable sales taxes.

**2.5.** Contractor shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the FCSO. All persons employed by Contractor will be the employees of Contractor, and not of the FCSO. Contractor shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby

indemnifies FCSO from any liability for such obligation. Contractor agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

**2.6.** All personnel provided by the Contractor in providing the Services shall be subject to the review and approval of the Fairfield County Sheriff or his designee. The Sheriff or his designee may at any time and for any reason require the removal and replacement of any employee of the Contractor. The Contractor shall immediately comply with any such request for the removal and replacement of such employee.

**2.7.** Contractor shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Contractor agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

**2.8.** Pursuant to Ohio Law, the books, records, documents, and accounting procedures and practices of Contractor relative to providing the Services under this Contract shall be subject to examination upon reasonable notice during normal business hours by either or both the Fairfield County Auditor's Office and the State of Ohio Auditor's Office. Complete and accurate records of the Services performed pursuant to this Contract shall be kept by the Contractor for a minimum of three (3) years following termination of this Contract. Such records retention period shall be automatically extended during the course of any administrative or judicial action involving Fairfield County regarding matters to which such records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the Board notifies the Contractor in writing that such administrative or judicial action has been terminated. The cost of such inspection, examination, and audit will be at the sole expense of the FCSO and such inspection, examination, and audit shall be conducted at the Contractor locations where said records are normally maintained.

**2.9.** Contractor agrees that Contractor's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct at the Jail that FCSO imposes upon FCSO's employees and agents.

**2.10.** In addition to its duties to indemnify the Board or the FCSO pursuant to the provisions of this Contract, Contractor shall promptly correct, repair and/or replace any items, work, and/or materials installed as part of the Services and damaged and/or destroyed as a result of the fault or negligence of the Contractor, its officers, employees, sub-contractors or others engaged by Contractor in the performance of the Services but not due to the acts or omissions of inmates. Such correction, repair and/or replacement shall be the sole responsibility of the Contractor and at the Contractor's sole expense. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the FCSO as defined in Section 3.

**2.11.** In connection with Services provided hereunder, Contractor shall purchase inventory, equipment, and services from various sellers and vendors selected by Contractor at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms

Contractor deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Contractor. FCSO does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of FCSO's Obligations.

### **SECTION 3. FCSO'S RESPONSIBILITIES**

**3.1.** FCSO shall, without cost to Contractor, provide Contractor with the services and support as described in the RFP, including but not limited to, necessary space for the operation of its Services, and shall furnish, without cost to Contractor, all utilities and facilities reasonable and necessary for the efficient performance of Contractor's services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

**3.2.** FCSO shall, at its own cost and expense, provide all food equipment and floor space as mutually agreed is necessary for the efficient provision of Contractor's Services hereunder. The FCSO will maintain, repair, and replace said equipment and Jail facilities at its own expense. Notwithstanding the foregoing, if equipment provided by FCSO becomes inoperative, hazardous, or inefficient to operate Contractor shall notify FCSO which shall repair or replace as needed. FCSO shall permit Contractor to have the use of all such equipment and Jail facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by FCSO to Contractor are the sole property of the FCSO, and Contractor will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the FCSO.

**3.3.** FCSO will be responsible, at no cost to Contractor, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by FCSO staff or inmate workers and supervised by FCSO staff and shall be performed on a schedule determined by agreement between the FCSO and Contractor.

**3.4.** FCSO shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Contractor or any of its subsidiaries. This provision shall not apply to any person who was employed by the FCSO prior to being employed by Contractor.

**3.5.** FCSO shall pay all real estate taxes with respect to the Jail, and FCSO shall pay all personal property taxes and similar taxes with respect to FCSO's equipment located in the Jail.

### **SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

## SECTION 5. INDEMNIFICATION AND INSURANCE

**5.1.** The Contractor shall indemnify and hold harmless the Board and the FCSO, their commissioners, the county sheriff, their officers, deputies, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Services by the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable. The terms and conditions of this paragraph shall survive the expiration or termination of this Contract for any reason.

**5.2.** Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the Contractor on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Contract; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

**5.3.** Contractor Liability Insurance. The Contractor shall purchase and maintain the following liability and other insurance at the indicated limits and under the terms set forth below:

*General Liability Insurance*, containing the following limits and terms:

\$1,500,000.00 per occurrence

\$2,000,000.00 aggregate

*Automobile Liability Insurance*, containing a limit of \$500,000.00 per occurrence

*Worker s Compensation and Employer s Liability Insurance*, containing the Statutory Limits for the State of Ohio \$500,000.00/\$500,000.00/\$500,000.00 Employer s Liability Limit

The liability insurance shall name the Board and the FCSO as an additional insured and include a waiver of subrogation in favor of the Board and the FCSO and all related entities or subsidiaries, employees, agents and/or representatives

Each policy of insurance required to be purchased and maintained by the Contractor shall be purchased from an insurance carrier rated by A.M. Best as A-, VII or better; Each policy and respective certificate of insurance shall expressly provide that should Contractor s insurance lapse, be cancelled, non-renewed or materially altered, the Contractor shall provide the Board and the FCSO with no less than thirty days prior written notice of such cancellation, non-

renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance.

Within fifteen days of the execution of this Contract by the Board, the Contractor shall without demand furnish the Board with a certified copy of any insurance certificate and/or additional insured endorsement required to be purchased or maintained by the Contractor under the terms of this Contract. Failure of the Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by the Board.

The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of this Contract until the date of the termination of this Contract or the date of payment of the final invoice issued by Contractor, whichever is later. Failure of the Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by the Board.

Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, as is customary for the Contractor's industry, which shall be the sole responsibility of the Contractor to pay in the event of any covered loss.

The Board, the FCSO, and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to the requirements set forth above or any other property insurance applicable to the performance of the Services, except such rights as they have to proceeds of such insurance held by the Board or the FCSO as fiduciaries. The Contractor agrees to obtain waivers in favor of the Board and/or the FCSO of such claims by all of its sub-contractors.

Notwithstanding any other provision of this Contract, and regardless of the amount of any insurance proceeds recovered by the parties under the insurance policies set forth above, the Contractor shall be liable to the Client for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments and expenses (including reasonable attorney's fees and other reasonable costs of defense) of any nature, kind or description which are in excess of such insurance proceeds.

## **SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for one (1) year beginning on December 15, 2017 and shall terminate on December 14, 2018. The Parties may, by mutual agreement, extend the contract term on a year to year basis for additional one (1) year terms.

**6.2.** This Contract may be terminated prior to the end of the current contract term by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand or by email to the Contractor's email contact listed below, of a written Notice

of Early Termination to the Non-Terminating party at least ninety (90) days prior to the date of the intended early termination date of this Contract.

**6.3** If the FCSO shall determine in its sole discretion that it is necessary to discontinue operations at the Jail the Board may immediately terminate this Contract by delivering through first class U.S. mail, postage prepaid, or by hand or by email to the Contractor's email contact listed below, a written Notice of Early Termination to the Contractor setting forth the date of the intended early termination date of this Contract. In addition to the rights to terminate stated herein, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, the Board shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

**6.4** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said thirty (30) day period.

**6.5.** Upon the termination or expiration of this Agreement, Contractor shall, as soon thereafter as is feasible, vacate all parts of the Jail occupied by Contractor, and where applicable, remove its property and equipment and return the Jail to FCSO, together with all the equipment furnished by the FCSO pursuant to this Agreement, in the same condition as when originally made available to Contractor, excepting reasonable wear and tear and fire and other casualty loss.

## **SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

Contractor shall be an independent contractor and shall retain control over its employees and agents. The employees of Contractor are not, nor shall they be deemed to be, employees of the Client and employees of the Client are not, nor shall they be deemed to be, employees of Contractor. Nothing contained in this Contract is intended to be or shall be construed to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the Contractor or its employees and the Board or the FCSO. Neither the Contractor nor its employees shall be considered an employee of the Board or the FCSO, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the Board or the FCSO, including, without limitation, participation in the Ohio Public Employees Retirement System, worker s compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay.





With a copy to: Fairfield County Sheriff's Office  
345 Lincoln Ave.  
Lancaster, OH 43130

If to Contractor: Trinity Services Group, Inc.  
Attn: Legal Department  
477 Commerce Boulevard  
Oldsmar, FL 34677-3018  
Email : Thomas.English@trinityservicesgroup.com

With copy to: Stephen A. Hould, Esq.  
920 Third Street, Suite D  
Neptune Beach, FL 32266  
Email: lawhould@trinityservicesgroup.com

## **SECTION 12. CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by Ohio law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

## **SECTION 13. DATA PRACTICES**

In providing the Services, the Contractor, its agents, employees and subcontractors shall abide by the provisions of the Ohio Government Data Practices Act. Contractor shall comply

with such provisions as if it were a government entity. The Contractor further agrees to indemnify and hold the Board and the FCSO, their commissioners, elected officials, officers, department heads and employees harmless from any claims resulting from the Contractor s, its agents, employees and subcontractors unlawful disclosure or use of data protected under state and federal law.

#### **SECTION 14. SIGNATURES**

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

#### **SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW**

The laws of the State of Ohio, without regard to its own choice of law provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms and conditions of this Contract as well as any other claim, suit or action between the parties whether such other claim, suit or action is based upon tort or otherwise. Any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to the Fairfield County, Ohio Court of Common Pleas.

#### **SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101), Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable. Contractor agrees that during the performance of this Contract, the Contractor and any sub-Contractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, or national origin. Contractor and any sub-Contractor shall not discriminate based upon age, race, color, religion, sex, disability, creed or national origin in any undertaking related to employment including (but not limited to) such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **SECTION 17. MISCELLANEOUS**

Neither the Board nor the Fairfield County Sheriff, either individually or collectively, nor any Fairfield County official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution. The Board and the Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.

No person or corporation other than the Contractor and the Board have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision or covenant herein be construed, so as to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Contract. If any term, condition or paragraph of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term, condition or paragraph of this Contract, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable term, condition or paragraph were not contained herein. The parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Contract and had access to legal counsel during its negotiation and drafting. The "Delinquent Personal Property Tax Affidavit" executed contemporaneously by Contractor with the execution of this Contract is incorporated herein by reference as if fully rewritten. By executing this Contract, Contractor acknowledges that it is in compliance with all federal, state, municipal and/or other local laws, ordinances, resolutions, rules and regulations that govern this Contract and its performance including, without limitation, Ohio Revised Code section 3517.13, divisions (I) and (J).

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals as of the date signed by all Parties.

**Board of Fairfield County Commissioners**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Trinity Services Group, Inc.**

By: David M. Miller

Printed Name: David M. Miller

Title: COO

Date: 11-27-2017

**Fairfield County Sheriff's Office**

By: Dave Phalen

Printed Name: DAVE PHALEN

Title: SHERIFF

Date: 11-29-17

**EXHIBIT A**  
**FINANCIAL ARRANGEMENTS**

**I. PRICE PER MEAL**

FCSO shall pay Contractor the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Contractor's receipts are less than Contractor's costs and expenses for providing such meals, Contractor shall bear all losses. To the extent Contractor's receipts exceed its costs and expenses, Contractor shall be entitled to all profits therefrom.

In the event the term of this Agreement is extended, meal prices shall be adjusted annually, effective on the renewal date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Food Away From Home. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the enacting regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise the Parties will adjust meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the Parties will adjust meal prices to reflect the impact of the change in circumstances. If the Parties are unable to agree regarding the adjusted meal price, either party may terminate this Agreement as provided in Section 6.

**II. PAYMENT TERMS**

On a weekly basis, the Contractor shall submit to the FCSO an invoice forth the total number of meal provided during the previous month; the appropriate per meal rates; and the total amount of compensation sought. The Board shall pay such invoice within 30 days of its approval by the FCSO.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Contractor, in its sole discretion, determines that FCSO's credit has become impaired, Contractor shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Contractor's satisfaction; or (b) terminate this Agreement without liability whatsoever to Contractor, by giving sixty (60) days prior written notice to FCSO.

**III. BASIS OF FINANCIAL TERMS**

The financial terms of this Agreement have been negotiated between the parties upon the condition that Contractor will operate its Services at the same points of service and remain in

operation under the same operating standards as agreed at the time of execution of this Agreement. If FCSO desires Contractor to change the operation or scope of its Services, FCSO and Contractor shall mutually agree on the appropriate financial adjustments for the requested changes.

**SCHEDULE 1**

**SCALE**

**Fairfield County Inmate Feeding Cost Summary**

**Inmate Meals**

<u>Meal Count</u>	<u>Cost Per Meal</u>	<u>Meal Count</u>	<u>Cost per Meal</u>
160 – 164	\$1.838	275 – 279	\$1.329
165 – 169	\$1.801	280 – 284	\$1.316
170 – 174	\$1.769	285 – 289	\$1.304
175 – 179	\$1.736	290 – 294	\$1.292
180 – 184	\$1.706	295 – 299	\$1.280
185 – 189	\$1.675	300 – 304	\$1.268
190 – 194	\$1.648	305 – 309	\$1.260
195 – 199	\$1.621	310 – 314	\$1.249
200 – 204	\$1.597	315 – 319	\$1.240
205 – 209	\$1.572	320 – 324	\$1.231
210 – 214	\$1.550	325 – 329	\$1.222
215 – 219	\$1.529	330 – 334	\$1.214
220 – 224	\$1.508	335 – 339	\$1.205
225 – 229	\$1.488	340 – 344	\$1.198
230 – 234	\$1.469	345 – 349	\$1.190
235 – 239	\$1.451	350 – 354	\$1.183
240 – 244	\$1.434	355 – 359	\$1.175
245 – 249	\$1.417	360 – 364	\$1.168
250 – 254	\$1.401	365 – 369	\$1.161
255 – 259	\$1.385	370 – 374	\$1.155
260 – 264	\$1.370	375 – 379	\$1.148
265 – 269	\$1.356	380 – 384	\$1.141
270 – 274	\$1.342		

The weekly price point is determined by dividing the total number of meals served during the weekly billing cycle by 21.

## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
  - 1.  Under \$75,000
  - 2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  - 3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  - 4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  - 5.  Emergency (Follow procedure under ORC 307.86(A))
  - 6.  Sole Source (attach documentation as to why contract is sole source)
  - 7.  Other: Renewal \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): Annual Renewal \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
  - 1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  - 2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  - 3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  - 4.  Purchase Order is included with Agreement

Signed this 17 day of December, 2024.

Mendi Parviz AP  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***



**Requisition Header**

**Fiscal year:** 2025  
**Requisition number:** 1246  
**General description:** BLANKET-INMATE MEALS  
**Contract:**  
**Total amount:** \$100,000.00  
**Requested by:** mr12916 - Mendi Kay Rarey  
**Status code:** 0 - Converted  
**Suggested Vendor:** 13684 - TRINITY SERVICES GROUP, INC.  
**Delivery Address:**  
 FAIRFIELD COUNTY SHERIFF  
 345 LINCOLN AVE  
 LANCASTER, OH 43130

**Requisition Detail - G/L Summary by account**

**23100101-530000 CONTRACTUAL SERVICES** \$100,000.00

**Requisition Detail Line 1**

**Item Description:** BLANKET-INMATE MEALS  
**Quantity:** 1.00  
**Unit Price:** 100000.00000  
**Extended Amount:** 100000.00  
**Purchase Order**  
**Purchase Order Number:** 25001113  
**Requisition Line Number** 1



Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

(Fairfield County Sheriff)

Approved as to form on 12/23/2024 3:17:40 PM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.mm

A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

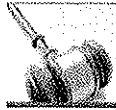
**A resolution granting Fairfield County Treasurer James N. Bahnsen Permission during 2025 to Attend.**

**WHEREAS**, Pursuant to Section 325.20 of the Ohio Revised Code, James N. Bahnsen, Fairfield County Treasurer, has requested permission for himself and the employees of the County Treasurer's Office to attend any conventions and meetings deemed pertinent to the operation of the Treasurer's Office for 2025.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

**Section 1.** That the Fairfield County Board of Commissioners approve this travel request for James N. Bahnsen, Fairfield County Treasurer, and employees of the Treasurer's Office, not to exceed the amount appropriated for travel expenses during 2025 and as consistent with the Fairfield County travel policy and additional policies filed by the County Treasurer with Human Resources.

Prepared by: Jennifer Effinger  
cc: Treasurer



### **325.20 County officer may attend convention at county expense.**

(A) Except as otherwise provided by law, no elected county officer and no deputy or employee of the county shall attend, at county expense, any association meeting, convention, or training sessions conducted pursuant to section 901.10 of the Revised Code, unless authorized by the board of county commissioners. Before such allowance may be made, the head of the county office desiring it shall apply to the board in writing showing the necessity of such attendance and the probable costs to the county. If a majority of the members of the board approves the application, such expenses shall be paid from the moneys appropriated to such office for traveling expenses.

(B) The board of county commissioners shall approve or disapprove any travel outside this state if the travel expenses will or may be in excess of one hundred dollars and will or may be paid for from funds in either of the delinquent tax and assessment collection funds created in section 321.261 of the Revised Code or the real estate assessment fund created in section 325.31 of the Revised Code. The head of the county office seeking approval shall apply to the board in writing showing the necessity of the travel and the probable costs to the county from either delinquent tax and assessment collection fund or from the real estate assessment fund. If the travel is requested by a county auditor, and the board does not approve the travel, the auditor may not apply to the tax commissioner pursuant to section 5713.01 of the Revised Code for an additional allowance for such travel.

Amended by 129th General Assembly File No.28, HB 153, §101.01, eff. 9/29/2011.

Effective Date: 06-20-1994 .

Signature Page

Resolution No. 2025-01.07.nn

A Resolution Granting the Fairfield County Treasurer, James N. Bahnsen, and  
Treasurer's Staff, Permission to Travel and Attend During 2025

(Fairfield County Treasurer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution entering into a contract between Fairfield County and the Lancaster-Fairfield Community Action Agency for Recycling Services and Education Program Services for 2025. [Recycling]**

**WHEREAS**, the CFLP Solid Waste District Board of Directors approved a 2025 grant request from the Lancaster-Fairfield Community Action Agency to perform 2025 Recycling Services and Education Program Services for the County, has a contract for 2025 recycling services through a grant with the CFLP Solid Waste District,

**WHEREAS**, the County is entering into an agreement to contract with the Lancaster-Fairfield Community Action Agency to perform 2025 Recycling Services and Education Program Services as outlined in the approved grant request,

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

**Section 1.** That the Board of County Commissioners approve the grant contract agreement between the County and the Lancaster-Fairfield Community Action Agency to perform 2025 Recycling Services and Education Program Services as approved in the 2025 CFLP Recycling and Education Services Contract application that was approved by the CFLP Solid Waste District Board.

**Section 2.** That the Board President signs the 2024 Recycling Services and Education Program Services Contract between the County and the Lancaster-Fairfield Community Action Agency to perform 2025 Recycling Services and Education Program Services for Fairfield County.

Prepared by: Jennifer R. Kolometz  
cc: Recycling / Lancaster-Fairfield Community Action Agency

For your budget, fill in the yellow highlighted blanks on the following sheets.

To provide further explanations, right click on the cell you want to explain, choose "Insert comment", then type however much you want to describe this expenditure. To edit your comment later, right click on that cell again, choose "Edit Comment" and make changes.

On the Outreach Plan page, fill in Column D with the activities you are planning to implement in 2023 to reach each audience. These activities support the need for funds in the budget page. Be brief but complete. The cells are formatted to expand to however much you type.

Do not type anywhere that isn't highlighted. You will mess up all the formulas.

Don't add lines. They won't add into the total. Call me if you are trying to put in a cost and you can't find

PROGRAM ADMINISTRATION

AMOUNT

<b>Manager Salary</b>	Hourly rate #1 =	\$ 34.94	Number of hours to be claimed =	1040	Total Salary needed =	36,337.60
	Hourly rate #2 =	\$ 36.99	Number of hours to be claimed =	1040	Total Salary needed =	38,467.73
<b>Assistant Salary</b>	Hourly rate #1 =	\$ 26.39	Number of hours to be claimed =	104	Total Salary needed =	2,744.56
	Hourly rate #2 =	\$ 28.18	Number of hours to be claimed =	104	Total Salary needed =	2,930.90

<b>Manager Fringes</b>	PERS/retirement rate =	7.00%	times 2025 annual salary =	5,236.37	Total Fringes for Manager =	12,059.29
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	4,637.93		
	Medicare rate =	1.45%	times 2025 annual salary =	1,084.68		
	Hospitalization per mo.=		times 12 months =	0.00		
	Life Insurance per mo. =	5.56	times 12 months =	66.72		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	1,033.59		
	Unemployment =	1.10%		0.00		

<b>Assistant Fringes</b>	PERS/retirement =	9.00%	times 2025 annual salary =	510.79	Total Fringes for Assistant =	2,583.86
	FICA/Social Security =	6.20%	times 2025 annual salary =	351.88		
	Medicare =	1.45%	times 2025 annual salary =	82.29		
	Hospitalization =	130.44	times 12 months =	1,565.31		
	Life Insurance =	0.56	times 12 months =	6.67		
	Workers Comp =	0.0790%	times 2025 annual salary =	4.48		
	Unemployment =	1.10%	times 2025 annual salary =	62.43		

<b>Equipment Maintenance:</b>		copier maintenance =	1,500.00
		fax maintenance =	
<b>Equipment Purchase</b>	(include vendor quotes in application)	new purchases =	
		copier lease =	

<b>Postage</b>	(po box rentals, bulk permits or meter lease)	postage itself =	450.00
		other =	

<b>Office and Supplies</b>	number of landlines =	2	monthly cost each =	55.49	total needed for phones =	1,331.76
	number of cell phones =	2	monthly cost each =	117.50	total needed for phones =	2,820.00
	# of email accounts =	2	monthly cost each =	27.50	total needed for email =	660.00
	number of copies =	2500	cost per copy =	0.08	total needed for running copies	200.00
	<b>Subscriptions -</b>		name of publication =		annual cost =	
			name of publication =		annual cost =	
			name of publication =		annual cost =	
	closet supplies =					

<b>Membership Fees</b>	Organization name =	OALPRP	annual membership cost =	100.00	total for membership	100.00
	Organization name =	EECO	annual membership cost =	70.00	total for membership	70.00
	Organization name =		annual membership cost =		total for membership	0.00
	Organization name =		annual membership cost =		total for membership	0.00

<b>Vehicle Maintenance</b>	miles driven per year =		times price per gallon of gas =		equals \$ for gas	0.00
			Divided by the miles per gallon =			
	maintenance/repair of vehicle insurance premiums					
<b>OR</b>						
	miles driven per year =	2500	times mileage rate =	0.58	equals \$ for mileage	1,450.00

<b>Vehicle Purchase</b>	new vehicle purchase	
-------------------------	----------------------	--

<b>Training</b>	conference name =	OALPRP	number attending =	2	conf. costs =	1,000.00
	conference name =	EECO	number attending =	2	conf. costs =	1,000.00

<b>Contingencies</b>						200.00
----------------------	--	--	--	--	--	--------

**SUBTOTAL ADMINISTRATION \$ 105,905.69**



OUTREACH PLAN

			AMOUNT	
<b>Equipment Purchase/Lease</b>	what is being purchased			
	what is being purchased			
	bus rental for field trips			
<hr/>				
<b>Supplies</b>			presentation/activity supplies = 300.00	
			presentation/activity supplies = 1,500.00	
<hr/>				
<b>Advertising</b>	number of recycling guides to be printed =	500	price each = 1.08 dollars needed for guides = 540.00	
	number of newsletters to be printed =	400	price each = 0.08 dollars needed for newsletters = 32.00	
	number of other publications =	2500	price each = 0.08 dollars needed for other = 200.00	
	number of radio ads =	1	price each = 300.00 dollars needed for radio ads = 300.00	
	number of newspaper ads =	1	price each = 375.00 dollars needed for newspaper ads = 375.00	
	number of billboard ads =	1	price each = 980.00 dollars needed for billboard ads = 980.00	
	number of tv ads =		price each = dollars needed for tv ads = 0.00	
	annual website cost (domain name, host fee) =			97.00
<hr/>				
<b>Awards/Promotion</b>	<b>substitute name of item to be bought</b>	<b>how many</b>	<b>cost per item</b>	
	number of educational message- Pencils =	2000	price each = 0.35 total needed for this item = 700.00	
	number of educational message -bracelets =	350	price each = 1.75 total needed for this item = 612.50	
	number of educational message -t-shirts =	100	price each = 12.00 total needed for this item = 1,200.00	
	number of educational message -reusable bags =	750	price each = 2.80 total needed for this item = 2,100.00	
	number of educational message - water bottles=	200	price each = 2.25 total needed for this item = 450.00	
	number of educational message - coloring books=	250	price each = 0.78 total needed for this item = 195.00	
	number of educational message- magnets =	250	price each = 1.80 total needed for this item = 450.00	
	number of educational message reminder- Birdfeeders =	250	price each = 2.75 total needed for this item = 687.50	
	number of public recognition awards =		price each = total needed for awards = 0.00	
	space rental for display event and admission tickets=	2		325
	display materials =			650.00
	<hr/>			
	<b>Signs</b>	number of signs =		price each = total needed for signs = 0.00
<hr/>				
<b>Educational Reimbursements</b>	number of teachers to be reimbursed =		cost each = total needed for reimbursement = 0.00	
<hr/>				
<b>Workshops</b>			space rental =	
			activity supplies = 2,000.00	
			food for participants = 750.00	
			registration or promotion materials =	
<b>SUBTOTAL OUTREACH</b>			<b>\$ 122,429.16</b>	

LITTER COLLECTION

AMOUNT

<b>Litter Supervisor Salary</b>	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00

<b>Fringes</b>	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes for Litter Supv =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
	Medicare rate =		times 2025 annual salary =	0.00		
	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
Unemployment =						

<b>Equipment Purchase/Rental</b>	what is to be purchased/rented:		cost to purchase/rent =	
----------------------------------	---------------------------------	--	-------------------------	--

<b>Equipment Maintenance</b>	equipment to be maintained:		cost to maintain it:	
------------------------------	-----------------------------	--	----------------------	--

<b>Supplies</b>	monthly cost of cell phone =		number of months =		total for cell phone =	0.00
	# pairs of gloves =	350	price each =	1.20	total needed for gloves =	420.00
	# boxes of bags =	500	price each =	0.25	total needed for bags =	125.00
					tarps, straps, spray, 1st aid =	

<b>Vehicle Expenses</b>	# gallons of gas		price per gallon estimated =		Truck Maintenance	
					total needed for gas =	0.00

<b>Vehicle Purchase</b>					annual truck Insurance premium new purchase	
-------------------------	--	--	--	--	---	--

<b>Signs</b>	number of signs to be made =		price each =		total needed for signs =	0.00
--------------	------------------------------	--	--------------	--	--------------------------	------

<b>Disposal Fees</b>	approx # tons trash direct hauled =	18	times disposal fee per ton =	64.00	equals landfill costs =	1,152.00
	Approx # appliances =		x price each =		equals dollars for appliances =	0.00
	Approx # tires =		x price per tire =		equals dollars needed for tires =	0.00
	dumpster rental per month =		x number of months =		total dollars for dumpster rental	0.00
	# of dumpster pulls per yr =		average price each =		dollars for dumpster pulls =	0.00

**SUBTOTAL LITTER**      **\$ 1,697.00**

RECYCLING COLLECTION EVENTS

				AMOUNT
<b>Supplies</b>	# Volunteers =		Price each for food	
				equals total needed for food =
				gloves =
				receipt books =
				equipment rental =
				portapots =
				other =
				0.00
<b>Advertising</b>				newspaper ad for tires =
				radio ad for tires =
				billboard ad for tires =
				newspaper ad for appliances =
				radio ad for appliances =
				billboard ad for appliances =
				flyers for all collections =
<b>Equipment Rental</b>	what is to be purchased/rented:			cost to purchase/rent =
<b>Signs</b>	number of signs to be made =		price each =	
				total needed for signs =
				0.00
<b>Handling/Transportation</b>	Approx # tires =		x price per tire =	
	Approx # appliances =		x price per appliance =	
				equals dollars needed for tires =
				equals dollars needed for appliances =
				freon removal/recycling =
	Approx # electronic devices =		x price per device =	
				equals dollars needed for electronics =
				0.00
<b>SUBTOTAL RECYCLING COLLECTION EXPENSES</b>				\$ -
<b>MINUS</b> \$ CHARGED TO PARTICIPANTS				
<b>MINUS</b> \$ FROM OUTSIDE SPONSORS				
<b>NET RECYCLING COLLECTION EXPENSE FROM DISTRICT</b>				\$ -
(THERE IS NO MONEY BUDGETED FOR ENTIRE DISTRICT. TALK WITH YOUR OTHER COUNTY AGENCIES TO SEE IF THERE IS ANYTHING AVAILABLE ONCE PROGRAMS ARE FUNDED WITHIN COUNTY)				

Please allocate the net amount requested from the district (cell G37) into the four allowable line items as you want it budgeted.

Recycling Collection Drives	Amount Requested
Equipment Rental	
Supplies	
Advertising/Print	
Signs	
Handling/Transportation	
<b>Subtotal Collection Drives</b>	0.00

**SALARIES**

Name:						
<b>Roy Welch, Operations Manager</b>	Hourly rate #1 =	24.92	Number of hours to be claimed =	116	Total Salary needed =	2,890.72
	Hourly rate #2 =	26.67	Number of hours to be claimed =	116	Total Salary needed =	3,093.44
<b>Jeff Nicodemus, CDL-B Driver</b>	Hourly rate #1 =	21.36	Number of hours to be claimed =	832	Total Salary needed =	17,771.52
	Hourly rate #2 =	23.00	Number of hours to be claimed =	832	Total Salary needed =	19,136.67
<b>Aaron Allen, CDL-B Driver</b>	Hourly rate #1 =	20.54	Number of hours to be claimed =	939	Total Salary needed =	19,287.06
	Hourly rate #2 =	22.16	Number of hours to be claimed =	939	Total Salary needed =	20,804.67
<b>Randy Singer, Driver</b>	Hourly rate #1 =	17.68	Number of hours to be claimed =	143	Total Salary needed =	2,528.24
	Hourly rate #2 =	19.21	Number of hours to be claimed =	143	Total Salary needed =	2,747.09
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00

**FRINGES**

Name:						
<b>Roy Welch, Operations Manager</b>	PERS/retirement rate =	6.00%	times 2025 annual salary =	359.05	Total Fringes =	2,755.43
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	371.02		
	Medicare rate =	1.45%	times 2025 annual salary =	86.77		
	Hospitalization per mo. =	148.55	times 12 months =	1,782.64		
	Life Insurance per mo. =	0.62	times 12 months =	7.44		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	82.68		
	Unemployment =	1.10%	times 2025 annual salary =	65.83		
<b>Jeff Nicodemus, CDL-B Driver</b>	PERS/retirement rate =	6.00%	times 2025 annual salary =	2,214.49	Total Fringes =	18,793.16
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	2,288.31		
	Medicare rate =	1.45%	times 2025 annual salary =	535.17		
	Hospitalization per mo. =	1,065.49	times 12 months =	12,785.87		
	Life Insurance per mo. =	4.45	times 12 months =	53.38		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	509.96		
	Unemployment =	1.10%	times 2025 annual salary =	405.99		
<b>Aaron Allen, CDL-B Driver</b>	PERS/retirement rate =	6.00%	times 2025 annual salary =	2,405.50	Total Fringes =	36,504.27
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	2,485.69		
	Medicare rate =	1.45%	times 2025 annual salary =	581.33		
	Hospitalization per mo. =	2,498.05	times 12 months =	29,976.55		
	Life Insurance per mo. =	5.02	times 12 months =	60.24		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	553.95		
	Unemployment =	1.10%	times 2025 annual salary =	441.01		

	PERS/retirement rate =	8.00%	times 2025 annual salary =	422.03	Total Fringes =	5,485.53
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	327.07		
Name:	Medicare rate =	1.45%	times 2025 annual salary =	76.49		
<b>Randy Singer, Driver</b>	Hospitalization per mo. =	376.65	times 12 months =	4,519.85		
	Life Insurance per mo. =	0.76	times 12 months =	9.17		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	72.89		
	Unemployment =	1.10%	times 2025 annual salary =	58.03		
<hr/>						
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
	Unemployment =		times 2025 annual salary =	0.00		
<hr/>						
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
	Unemployment =		times 2025 annual salary =	0.00		
<hr/>						
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
	Unemployment =		times 2025 annual salary =	0.00		
<hr/>						
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
	Unemployment =		times 2025 annual salary =	0.00		
<hr/>						
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
	Unemployment =		times 2025 annual salary =	0.00		
<hr/>						
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		
	Life Insurance per mo. =		times 12 months =	0.00		
	Workers Comp rate =		times 2025 annual salary =	0.00		
	Unemployment =		times 2025 annual salary =	0.00		

<b>Supplies</b>	number of cell phones =	<u>1</u>	monthly cost each =	<u>117.50</u>	total needed for phones =	<u>1,410.00</u>
	misc. small tools carried on collection trucks that cost less than \$100 apiece					<u>          </u>
<b>Signs</b>	number of sign #1 =	<u>120</u>	price each =	<u>12.00</u>	total needed for signs =	<u>1,440.00</u>
	number of sign #2 =	<u>4</u>	price each =	<u>210.00</u>	total needed for signs =	<u>840.00</u>
<b>Vehicle Purchase</b>					new purchase	<u>          </u>
<b>Vehicle Maintenance</b>	annual insurance per vehicle=	<u>1,744.72</u>	times number of vehicles =	<u>7.00</u>	total to insure vehicles =	<u>12,213.05</u>
	gallons of gasoline =	<u>11214</u>	times price per gallon =	<u>4.50</u>	total needed for fuel =	<u>50,463.00</u>
					Truck Maintenance =	<u>          </u>
					Truck Repairs =	<u>          </u>
<b>Equipment Purchase</b>	item to be purchased- dumpster =	<u>1850</u>	cost for item	<u>4</u>	total needed for purchases	<u>7,400.00</u>
	item to be purchased =	<u>2350</u>	cost for item	<u>2</u>	total needed for purchases	<u>4,700.00</u>
	item to be purchased =	<u>          </u>	cost for item	<u>          </u>	total needed for purchases	<u>0.00</u>
<b>Equipment Maintenance</b>	(trailers, rolloff containers and sheds)				Container Maintenance =	<u>3,500.00</u>
					Container Repairs =	<u>2,500.00</u>
					Container Refurbishing =	<u>6,500.00</u>
<b>Equipment Insurance</b>	number of trailers/containers	<u>          </u>	cost to insure each =	<u>7</u>	Equipment Insurance =	<u>0.00</u>
<b>Postage</b>	number of letters to be mailed =	<u>          </u>	cost for each letter =	<u>          </u>	total needed for postage	<u>0.00</u>
<b>Advertising/Print</b>	cost of placing ads for residential dropoff collection sites or printing recycling flyers					<u>          </u>
<b>Site Host Stipend</b>	(attach written contracts)	25	number of contracted sites =	<u>25</u>	times \$500 each maximum =	<u>12,500.00</u>
<b>Disposal of Contaminants</b>	monthly rental of container =	<u>119</u>	times twelve months		total needed for container	<u>1,428.00</u>
	number of pulls anticipated=	<u>32</u>	cost for each pull =	<u>980</u>	total needed for disposal	<u>31,360.00</u>
<b>TOTAL BUDGET:</b>						<u><b>288,051.85</b></u>



**SALARIES**

Name:

<b>Roy Welch, Operations Manager</b>	Hourly rate #1 =	24.92	Number of hours to be claimed =	123	Total Salary needed =	3,065.16
	Hourly rate #2 =	26.67	Number of hours to be claimed =	123	Total Salary needed =	3,280.11
<b>Jeff Nicodemus, CDL- B Driver</b>	Hourly rate #1 =	21.36	Number of hours to be claimed =	208	Total Salary needed =	4,442.88
	Hourly rate #2 =	23.00	Number of hours to be claimed =	208	Total Salary needed =	4,784.17
<b>Aaron Allen, CDL-B Driver</b>	Hourly rate #1 =	20.54	Number of hours to be claimed =	101	Total Salary needed =	2,074.54
	Hourly rate #2 =	22.16	Number of hours to be claimed =	101	Total Salary needed =	2,237.78
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00

**FRINGES**

	PERS/retirement rate =	6.00%	times 2025 annual salary =	380.72	Total Fringes =	2,921.71
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	393.41		
Name:	Medicare rate =	1.45%	times 2025 annual salary =	92.01		
<b>Roy Welch, Operations Manager</b>	Hospitalization per mo.=	157.52	times 12 months =	1,890.22		
	Life Insurance per mo. =	0.66	times 12 months =	7.89		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	87.67		
	Unemployment =	1.10%	times 2025 annual salary =	69.80		
	PERS/retirement rate =	6.00%	times 2025 annual salary =	553.62	Total Fringes =	4,698.29
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	572.08		
Name:	Medicare rate =	1.45%	times 2025 annual salary =	133.79		
<b>Jeff Nicodemus, CDL- B Driver</b>	Hospitalization per mo.=	266.37	times 12 months =	3,196.47		
	Life Insurance per mo. =	1.11	times 12 months =	13.34		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	127.49		
	Unemployment =	1.10%	times 2025 annual salary =	101.50		
	PERS/retirement rate =	6.00%	times 2025 annual salary =	258.74	Total Fringes =	3,926.44
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	267.36		
Name:	Medicare rate =	1.45%	times 2025 annual salary =	62.53		
<b>Aaron Allen, CDL-B Driver</b>	Hospitalization per mo.=	268.69	times 12 months =	3,224.32		
	Life Insurance per mo. =	0.54	times 12 months =	6.48		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	59.58		
	Unemployment =	1.10%	times 2025 annual salary =	47.44		
	PERS/retirement rate =		times 2025 annual salary =	0.00	Total Fringes =	0.00
	FICA/Social Security rate =		times 2025 annual salary =	0.00		
Name:	Medicare rate =		times 2025 annual salary =	0.00		
<b>0</b>	Hospitalization per mo. =		times 12 months =	0.00		

	Life Insurance per mo. =		times 12 months =	<u>0.00</u>	
	Workers Comp rate =		times 2025 annual salary =	<u>0.00</u>	
	Unemployment =		times 2025 annual salary =	<u>0.00</u>	
	PERS/retirement rate =		times 2025 annual salary =	<u>0.00</u>	Total Fringes =
	FICA/Social Security rate =		times 2025 annual salary =	<u>0.00</u>	<u>0.00</u>
Name:	Medicare rate =		times 2025 annual salary =	<u>0.00</u>	
	0 Hospitalization per mo.=		times 12 months =	<u>0.00</u>	
	Life Insurance per mo. =		times 12 months =	<u>0.00</u>	
	Workers Comp rate =		times 2025 annual salary =	<u>0.00</u>	
	Unemployment =		times 2025 annual salary =	<u>0.00</u>	
	PERS/retirement rate =		times 2025 annual salary =	<u>0.00</u>	Total Fringes =
	FICA/Social Security rate =		times 2025 annual salary =	<u>0.00</u>	<u>0.00</u>
Name:	Medicare rate =		times 2025 annual salary =	<u>0.00</u>	
	0 Hospitalization per mo.=		times 12 months =	<u>0.00</u>	
	Life Insurance per mo. =		times 12 months =	<u>0.00</u>	
	Workers Comp rate =		times 2025 annual salary =	<u>0.00</u>	
	Unemployment =		times 2025 annual salary =	<u>0.00</u>	
	PERS/retirement rate =		times 2025 annual salary =	<u>0.00</u>	Total Fringes =
	FICA/Social Security rate =		times 2025 annual salary =	<u>0.00</u>	<u>0.00</u>
Name:	Medicare rate =		times 2025 annual salary =	<u>0.00</u>	
	0 Hospitalization per mo.=		times 12 months =	<u>0.00</u>	
	Life Insurance per mo. =		times 12 months =	<u>0.00</u>	
	Workers Comp rate =		times 2025 annual salary =	<u>0.00</u>	
	Unemployment =		times 2025 annual salary =	<u>0.00</u>	
	PERS/retirement rate =		times 2025 annual salary =	<u>0.00</u>	Total Fringes =
	FICA/Social Security rate =		times 2025 annual salary =	<u>0.00</u>	<u>0.00</u>
Name:	Medicare rate =		times 2025 annual salary =	<u>0.00</u>	
	0 Hospitalization per mo.=		times 12 months =	<u>0.00</u>	
	Life Insurance per mo. =		times 12 months =	<u>0.00</u>	
	Workers Comp rate =		times 2025 annual salary =	<u>0.00</u>	
	Unemployment =		times 2025 annual salary =	<u>0.00</u>	
	PERS/retirement rate =		times 2025 annual salary =	<u>0.00</u>	Total Fringes =
	FICA/Social Security rate =		times 2025 annual salary =	<u>0.00</u>	<u>0.00</u>
Name:	Medicare rate =		times 2025 annual salary =	<u>0.00</u>	
	0 Hospitalization per mo.=		times 12 months =	<u>0.00</u>	
	Life Insurance per mo. =		times 12 months =	<u>0.00</u>	
	Workers Comp rate =		times 2025 annual salary =	<u>0.00</u>	
	Unemployment =		times 2025 annual salary =	<u>0.00</u>	
<b>Supplies</b>	number of cell phones =		monthly cost each =		total needed for phones = <u>0.00</u>
<b>Vehicle Purchase</b>					new purchase
<b>Vehicle Maintenance</b>	gallons of gasoline =	<u>1450</u>	times price per gallon =	<u>4.50</u>	total needed for fuel = <u>6,525.00</u>
	annual insurance per vehicle=	<u>1643.5</u>	times number of vehicles =	<u>1.00</u>	total to insure vehicles = <u>1,643.50</u>
					Truck Maintenance =
					Truck Repairs =
<b>Equipment Purchase</b>	item to be purchased =		cost for item		total needed for purchases <u>0.00</u>
	item to be purchased =		cost for item		total needed for purchases <u>0.00</u>
	item to be purchased =		cost for item		total needed for purchases <u>0.00</u>
<b>Equipment Maintenance</b>	(trailers, containers)				Maintenance =
					Repairs =
					Refurbishing =
<b>TOTAL BUDGET:</b>					<u><b>39,599.58</b></u>



**SALARIES**

Name:						
<b>Roy Welch, Operations Manager</b>	Hourly rate #1 =	24.92	Number of hours to be claimed =	592	Total Salary needed =	14,752.64
	Hourly rate #2 =	26.67	Number of hours to be claimed =	593	Total Salary needed =	15,813.89
<b>Michael Campbell, Floor Supervi</b>	Hourly rate #1 =	21.70	Number of hours to be claimed =	811	Total Salary needed =	17,598.70
	Hourly rate #2 =	23.35	Number of hours to be claimed =	811	Total Salary needed =	18,937.66
<b>John Hamilton, Material Handler</b>	Hourly rate #1 =	15.32	Number of hours to be claimed =	1040	Total Salary needed =	15,932.80
	Hourly rate #2 =	16.78	Number of hours to be claimed =	1040	Total Salary needed =	17,450.78
<b>Randy Singer, Driver</b>	Hourly rate #1 =	17.68	Number of hours to be claimed =	585	Total Salary needed =	10,342.80
	Hourly rate #2 =	19.21	Number of hours to be claimed =	585	Total Salary needed =	11,238.08
<b>Leroy Danner, Material Handler/</b>	Hourly rate #1 =	21.36	Number of hours to be claimed =	520	Total Salary needed =	11,107.20
	Hourly rate #2 =	23.00	Number of hours to be claimed =	520	Total Salary needed =	11,960.42
<b>Line Supervisor</b>	Hourly rate #1 =	19.06	Number of hours to be claimed =	1040	Total Salary needed =	19,822.40
	Hourly rate #2 =	20.63	Number of hours to be claimed =	1040	Total Salary needed =	21,457.07
<b>Vacant, Material Handler</b>	Hourly rate #1 =	14.60	Number of hours to be claimed =	1040	Total Salary needed =	15,184.00
	Hourly rate #2 =	16.04	Number of hours to be claimed =	1040	Total Salary needed =	16,679.52
<b>Vacant, Material Handler</b>	Hourly rate #1 =	14.60	Number of hours to be claimed =	1040	Total Salary needed =	15,184.00
	Hourly rate #2 =	16.04	Number of hours to be claimed =	1040	Total Salary needed =	16,679.52
<b>Alec Luther, Material Handler</b>	Hourly rate #1 =	14.60	Number of hours to be claimed =	680	Total Salary needed =	9,928.00
	Hourly rate #2 =	16.04	Number of hours to be claimed =	680	Total Salary needed =	10,905.84
	Hourly rate #1 =		Number of hours to be claimed =		Total Salary needed =	0.00
	Hourly rate #2 =		Number of hours to be claimed =		Total Salary needed =	0.00

**FRINGES**

Name:						
<b>Roy Welch, Operations Manager</b>	PERS/retirement rate =	6.00%	times 2025 annual salary =	1,833.99	Total Fringes for	= 14,074.23
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	1,895.12		
	Medicare rate =	1.45%	times 2025 annual salary =	443.21		
	Hospitalization per mo.=	758.78	times 12 months =	9,105.32		
	Life Insurance per mo. =	3.17	times 12 months =	38.01		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	422.34		
	Unemployment =	1.10%	times 2025 annual salary =	336.23		
<b>Michael Campbell, Floor Supervi</b>	PERS/retirement rate =	6.00%	times 2025 annual salary =	2,192.18	Total Fringes for	= 18,409.11
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	2,265.25		
	Medicare rate =	1.45%	times 2025 annual salary =	529.78		
	Hospitalization per mo.=	1,038.60	times 12 months =	12,463.15		
	Life Insurance per mo. =	4.34	times 12 months =	52.03		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	504.82		
	Unemployment =	1.10%	times 2025 annual salary =	401.90		
<b>John Hamilton, Material Handler</b>	PERS/retirement rate =	6.00%	times 2025 annual salary =	2,003.02	Total Fringes for	= 5,452.06
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	2,069.78		
	Medicare rate =	1.45%	times 2025 annual salary =	484.06		
	Hospitalization per mo.=	-	times 12 months =	0.00		
	Life Insurance per mo. =	5.56	times 12 months =	66.72		
	Workers Comp rate =	1.3817%	times 2025 annual salary =	461.26		
	Unemployment =	1.10%	times 2025 annual salary =	367.22		
<b>Randy Singer, Driver</b>	PERS/retirement rate =	8.00%	times 2025 annual salary =	1,726.47	Total Fringes for	= 22,440.79
	FICA/Social Security rate =	6.20%	times 2025 annual salary =	1,338.01		
	Medicare rate =	1.45%	times 2025 annual salary =	312.92		
	Hospitalization per mo.=	1,540.86	times 12 months =	18,490.28		



<b>Equipment Maintenance</b>		Equipment Lease	
		Processing Equip Maintenance =	8500
		Processing Equip. Repair =	3500
		Fuel for forklifts =	2750
<b>Equipment Insurance</b>		Equipment Insurance =	1210
<b>Disposal of Contaminants</b>			
monthly rental of container =		times twelve months	0.00
number of pulls anticipated=	24	cost for each pull =	980
		total needed for container	0.00
		total needed for disposal	23,520.00
<b>TOTAL BUDGET:</b>			<b>562,863.84</b>

---

<b>Program Administration</b>	<b>Amount Requested</b>
Mgr. Salary	74,805.33
Mgr. Fringes	12,059.29
Office Assistant Salary	5,675.46
Office Assistant Fringes	2,583.86
Office and Supplies	5,011.76
Postage	450.00
Equipment Purchase/Lease	0.00
Equipment Maintenance	1,500.00
Vehicle Purchase	0.00
Vehicle Maintenance	1,450.00
Training	2,000.00
Membership Fees	170.00
Contingencies	200.00
<b>Subtotal Administration</b>	<b>105,905.69</b>

<b>Implementing Outreach Plan</b>	<b>Amount Requested</b>
Ed. Spec. Salary	52,447.72
Ed. Spec. Fringes	55,862.44
Equipment Purchase/Lease	0.00
Educational Supplies	1,800.00
Advertising/Print	2,524.00
Awards/Promotion	7,045.00
Signs	0.00
Workshops	2,750.00
Ed. Reimbursements	0.00
<b>Subtotal Outreach Plan</b>	<b>122,429.16</b>

<b>Litter Collection</b>	<b>Amount Requested</b>
Litter Supervisor Salary	0.00
Litter Supervisor Fringes	0.00
Equipment Purchase/Rental	0.00
Equipment Maintenance	0.00
Litter Vehicle Purchase	0.00
Litter Vehicle Maintenance	0.00
Litter Supplies	545.00
Signs	0.00
Disposal Fees	1,152.00
<b>Subtotal Litter Collection</b>	<b>1,697.00</b>

<b>Recycling Collection Drives</b>	<b>Amount Requested</b>
Equipment rental	0.00
Supplies	0.00
Advertising/Print	0.00
Signs	0.00
Handling/Transportation	0.00
<b>Subtotal Collection Drives</b>	<b>0.00</b>

<b>RESIDENTIAL COLLECTION</b>	<b>Amount Requested</b>
Salary	88,259.41
Fringes	63,538.39
Supplies	1,410.00
Equipment Purchase	12,100.00

Equipment Maintenance	12,500.00
Postage	0.00
Vehicle Purchase	0.00
Vehicle Maintenance	62,676.05
Advertising/Print	0.00
Signs	2,280.00
Site Host Stipend	12,500.00
Disposal of Contaminants	32,788.00
<b>Subtotal Residential Collection</b>	<b>288,051.85</b>

<b>INSTITUTIONAL COLLECTION</b>	<b>Amount Requested</b>
Salary	19,884.64
Fringes	11,546.44
Supplies	0.00
Equipment Purchase	0.00
Equipment Maintenance	0.00
Vehicle Purchase	0.00
Vehicle Maintenance	8,168.50
<b>Total</b>	<b>39,599.58</b>

<b>PROCESSING</b>	<b>Amount Requested</b>
Salary	270,975.32
Fringes	237,308.52
Supplies	10,700.00
Equipment Purchase	4,400.00
Equipment Maintenance	15,960.00
Vehicle Lease/shipping	0.00
Disposal of Contaminants	23,520.00
<b>Total</b>	<b>562,863.84</b>

**Total Dollars Requested** **\$1,120,547.11**

<b>Contract Budget</b>	<b>Amount</b>
Salaries	512,047.87
Fringes	382,898.93
Office and Supplies	19,466.76
Postage	450.00
Equipment Purchase	16,500.00
Equipment Maintenance	29,960.00
Vehicle Purchase	0.00
Vehicle Maintenance	72,294.55
Training	2,000.00
Membership	170.00
Advertising/Print	2,524.00
Awards/Promotion	7,045.00
Signs	2,280.00
Educational Reimbursements	0.00
Workshops	2,750.00
Site Host Stipend	12,500.00
Disposal Fees	57,460.00
Handling/Transportation	0.00
Contingencies	200.00
<b>TOTAL BUDGET</b>	<b>1,120,547.11</b>

**2025 OUTREACH PLAN**

Audience	Commitments in Solid Waste Plan	2024 Strategies
Residents	Maximize visibility of recycling opportunities and recycling in general	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public; at least one recycling brochure/flyer to all county realtors for distribution to new homeowners
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclable and "recycling right"; at least one printed article and a flyer on safer alternative to HHW; incorporate "buy recycled" message into all communications.
	Create outreach for under-represented populations	At least one educational campaign targeting non-mainstream populations to help them participate in recycling, including material to apartment dwellers/managers.
Schools/youth	Update school activities and presentations to meet instructional standards	Contests, presentations and educational videos teach to standards
	Link classroom education with actual recycling opportunities	Incorporate actual recycling activity into school programs
	Provide technical assistance in setting up school recycling programs	Distribute "best practices" guide to beginning and maintaining a school recycling program to all schools.
Businesses	Maximize communication with commercial businesses and highlight successes	Offer waste evaluations and link businesses with private recyclers; publicize effort through newsletters, Facebook posts and newspapers.
	Provide technical support to start up recycling businesses	Participate in Job Fairs, School Career Days, Trade Shows to distribute resource guide created in 2023 and encourage careers in recycling.
	Provide information to businesses on recycling service providers and opportunities	Training employees of local govt offices to participate in office recycling programs and increase the number of offices participating
	Maintain relationship with business/trade organizations	Recycling containers at Chamber events and participate in Chamber events to increase communication with local businesses
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office; Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs; emails to townships quarterly; promote village curbside programs
	Participation in community events to promote recycling	Recycling displays at events, supplies and promotion for recycling collection events
Industries	Provide information on recycling service providers and opportunities	At least two industry roundtable via Zoom with topics tailored to county manufacturers; expand and improve the market database and share with county industries
	Provide technical support in implementing a recycling program	Offer waste evaluations and help starting or expanding a recycling program
	Maximize communication with industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers

**Required:**

- Website kept current**
- Comprehensive Resource Guide distributed**
- Infrastructure Inventory distributed**
- Speaker for all five audiences**

RESIDENTIAL RECYCLING ACCESS

correct or add to this as needed to reflect service YOU will provide in 2025.

NAME OF TOWNSHIP	PHYSICAL ADDRESS	2025 POPULATION SERVED	ACCESS CREDIT	CONTAINER CAPACITY IN CUBIC YARDS	SIGNAGE LEGIBLE?	tons collected															
						2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Amanda	Halderman/Kirby St., Amanda	2,903	2,500	40	Yes		71	72	73	72	61	32	47	47	43	45	51	49	33	26	27
Berne	600 N. Elm-Sugar Grove	5,392	5,000	40	Yes		53	45	47	68	74	67	61	50	34	104	99	33	93	87	93
Bloom	7698 Oberlin Ct., Collegeview	10,833	5,000	24	Yes		33	27	27	33	44	39	38	36	24	25	45	41	31	23	31
Clearcreek	9109 SR 159, and Main St., Stoutsville	4,354	5,000	24	Yes		82	70	64	45	64	38	57	48	38	35	50	85	48	52	60
Greenfield	3245 Havensport Rd. NW, Taylor Kia	6,126	10,000	24	Yes		177	136	156	195	131	106	75	51	51	63	74	55	44	26	
Hocking		5,172		0	Yes				7	4	3	1						33	22	23	30
Lancaster City	1743 E. Main, 151 Hubert Ave, 951 Liberty Dr, 1570 Granville Pike, 324 Gay St., 2095 W. Fair Ave	43,218	30,000	224	Yes		1099	858	727	723	703	687	707	561	493	435	576	568	442	434	467
Liberty	1000 S. Main., Baltimore	8,768	5,000	24	Yes		48	50	41	34	44	50	46	35	35	35	37	49	40	41	42
Madison		1,887		0	Yes											8	8	5	5	5	3
Pleasant	3005 Lanc.-Thornville Rd	6,590	5,000	72	Yes		284	316	470	572	467	453	385	302	260	233	282	269	197	208	210
Richland	8885 Pleasantville Rd, 3150 Market St	2,460	5,000	48	Yes		69	48	40	44	48	24	28	29	22	18	22	32	21	20	19
Rushcreek	Bremen	4,578	2,500	32	Yes		89	76	55	51	29	25	29	21							
Violet	Zeller Park, 12933 Stonecreek Dr, 6389 Blacklick Eastern Rd, 417 N. Center St.	48,821	20,000	176	Yes		666	637	609	650	647	556	550	528	476	466	567	658	486	521	464
Walnut	11420 Millersport Rd	7,108	5,000	48	Yes		105	105	87	67	66	53	45	41	43	36	15		8		
<b>TOTAL</b>		<b>158,210</b>	<b>100,000</b>	<b>776</b>	<b>Yes</b>	<b>0</b>	<b>2775</b>	<b>2440</b>	<b>2402</b>	<b>2558</b>	<b>2381</b>	<b>2131</b>	<b>2068</b>	<b>1749</b>	<b>1519</b>	<b>1503</b>	<b>1826</b>	<b>1877</b>	<b>1470</b>	<b>1467</b>	<b>1446</b>

current configuration meets required access

additional access provided by  
subscription and nonsubscription  
curbside

**CFLP SOLID WASTE DISTRICT  
RECYCLING AND EDUCATION PROGRAM  
2025 CONTRACT FOR SERVICES**

This contract made the 12<sup>th</sup> day of December 2024, effective the same date, is executed in two copies, each copy to constitute an original, by and between the Board of Directors of the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District ("District"), with offices at 675 Price Rd., Newark, Ohio, 43055, and the Fairfield County Commissioners ("Contractor") with offices at 210 E. Main Street, Fairfield County Courthouse, Lancaster, OH 43130.

WITNESSETH:

WHEREAS, HB 592 was passed in 1988, requiring the state to be divided into solid waste districts and that the districts became responsible for managing and reducing their solid waste, and

WHEREAS, the CFLP Solid Waste District was formed in accordance with HB 592 in March 1989 as a joint four-county solid waste management district, and

WHEREAS, the CFLP Solid Waste District Policy Committee ratified district fees in September 1989 to implement its solid waste management plan, that includes recycling drop-off that meets or exceeds minimum criteria for receiving access credit, institutional recycling, education and outreach services to increase recycling, litter collection on public land, and

WHEREAS, the CFLP Solid Waste District has included funding for those provisions in its approved solid waste management plan and its 2025 budget, and

WHEREAS, Fairfield County has requested financial assistance from the CFLP Solid Waste District to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

**1. Agreement**

The CFLP Solid Waste District agrees to enter into contract with the Fairfield County Commissioners for the amount not-to-exceed \$ \$1,106,620.99 as specified in Attachment A, for operational costs necessary to implement the proposed program:

- a) maintain the portion of county-wide residential recycling collection and processing services necessary to maintain 80% access that are not provided by private contractors,

County-wide residential recycling collection services is defined as access by no less than 80% of county residents, using formulas provided by the Ohio EPA in Attachment B. Processing service is defined as sorting, storing, and shipping all materials collected from the recycling program to a market for recycling. Dropoff sites will meet, at all times, the minimum standards set forth in Attachment C.

- b) maintain institutional recycling collection and processing services from January 1, 2025 through December 31, 2025. Institutional recycling is defined as services to public schools and government offices.
- c) Education and outreach to five target audiences to increase participation in recycling and reduction programs as



specified in the county outreach plan in Attachment D.

- d) Assist in the cleanup by others, or employ a litter supervisor to use crews in cleanups of public roadways, waterways and areas.

The program shall be conducted as specifically outlined in the Contractor's 2025 Contract Application and Attachments A through D of this agreement, following the rules and guidelines set forth in the 2025 Contract Application Handbook and the 2025 Contract Manager's Manual, which are incorporated into, and are an enforceable part of this agreement for allowable costs during the period January 1, 2025 through December 31, 2025.

The Contractor specifically agrees to complete the activities listed in Attachment D by year end. The Contractor further agrees to match district funds by funding all program costs not specifically listed in Attachment A, to use contract funds only for approved and allowable programs and activities, to provide funds to operate the program until the first advance payment is received and any time during the contract period that expenditures exceed the amount of funds advanced, to submit reports by the required due dates, to create a separate line item or account for contract funds, match and all cash donations received for the contract program, and to establish an accounting procedure that satisfies State of Ohio accounting and audit procedures and guidelines.

## **2. Term**

The term of this agreement shall commence on the first day of January 2025 and terminate upon completion of all the Contractor's obligations under this agreement.

## **3. Payments**

The CFLP Solid Waste District shall pay the Fairfield County Commissioners \$995,958.89 in January 2025. The remainder of the award shall be paid upon receipt of the third quarter report, providing that complete and accurate quarterly reports have been submitted in a timely manner showing that the previous payment has been substantially spent, and an additional advance is necessary, and provided further that the Contractor has complied in all respects with this agreement. Payments authorized under this agreement may be withheld by the District if the Contractor has any outstanding payments due to the District from prior or current contract agreements.

## **4. Deliverables**

The Contractor agrees to file quarterly program status reports to the District by the fifteenth of the month following the close of each calendar quarter. The forms for these reports will be provided by the CFLP Solid Waste District and will include progress summaries, weight and type of materials received at each collection location, and a listing of all expenditures made with district funds.

Contractor agrees to submit legible copies of invoices with quarterly reports to document allowable expenditures. Invoices must be dated, contain the name and address of the vendor and purchaser, a detailed itemization of the purchase, and the total amount due. Copies of all invoices claimed within this contract must be maintained by the contractor for a period not less than one year following the financial review of the contractor's records and shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with sections 9.234 and 9.235 of the Revised Code.

All financial books and records of the contractor and subcontractor that pertain to the contract and subcontracts shall be open to inspection pursuant to Section 9.235 of the Revised Code and shall be held to standards consistent with generally accepted accounting principles.

## **5. Revisions**

If the Contractor wishes to revise any portion of this contract, a program revision form must be submitted to the

District and approved in writing by the District Director prior to the revision becoming effective. The District has the authority to reject any revision if the request is not in compliance with the District's Solid Waste Management Plan and the approved contract program. Program revisions may include, but are not limited to, the number or location of drop-off bins, the materials collected, or the hours of access.

#### **6. Financial Review**

Pursuant to Section 9.234(B) of the Revised Code, the financial review cannot be waived by the District. Pursuant to Section 9.235 of the Revised Code, the financial books and records of the contractor and subcontractors that pertain to the contract and subcontracts shall be open to inspection by the District.

#### **7. Subcontracts**

A Subcontract is defined for the purpose of these contracts to mean the aggregate of services that are purchased by the primary contractor from another party to fulfill all or part of the contractor's obligations under the district contract that exceed \$25,000 or 25% of the total contracted amount.

Should the contractor award a subcontract to a person or entity, the subcontract shall be in writing, awarded in conformance with applicable bid procedures, and conform to ORC Section 9.231 – 9.238 and this contract. Copies of subcontracts must be submitted with quarterly reports to the District to document compliance.

Pursuant to rules promulgated under section 9.237 of the Revised Code, all subcontracts shall contain a clause giving notice of the remedies available to the District if the money under the subcontract is not expended on direct costs as required, and a clause requiring the subcontractor to maintain records documenting direct costs for a period of not less than one year following financial review by an independent public accounting firm or the auditor of state.

#### **8. Disposition of Unspent Funds or Funds Expended on Illegitimate Purposes**

At the end of the contract year, as defined in Section 1 of this agreement, funds not expended during the year in fulfillment of the services and activities listed in Section 1 of this agreement and the approved contract budget must be returned or repaid to the District. Upon receipt of the final quarterly report for the contract year from the Contractor, the District will issue a closeout report that states the amount of funds the Contractor is due and owing the District. Repayment shall be made to the District by March 15, 2024. Repayments not received by the District by the due date are subject to a late fee of 1 ½% per month. The District retains the right to pursue all means afforded by law to recover monies advanced in excess of contract monies earned, including those specified in ORC Section 9.236.

#### **9. Termination**

This agreement may be terminated by the CFLP Solid Waste District upon the occurrence of any of the following: A) failure to implement any of the listed activities in Section 1 of this contract, B) improper use of District contract funds for items other than are listed in Section 1 of this contract, C) failure to provide the deliverables listed in Section 4 of this contract to the District by the due dates, D) notification from the Contractor stating a wish to terminate the contract, and return any and all contract funds awarded, and/or E) the rendering of a decision by a court that this contract agreement or the funds awarded under this agreement exceeds the authority of the CFLP Solid Waste District to award contracts, or is in any other way unlawful, in whole or in part. Termination will occur immediately upon notification of the occurrence of an above listed event. Notification of termination will be sent by certified mail to the Board of County Commissioners. Further expenditures of contract funds beyond the effective date of termination are prohibited.

#### **10. Equipment Disposition**

All equipment purchased with District funds under this contract become the property of the Contractor for as long as it continues to be used for its original intended purpose as described in the approved recycling and education program.

Upon termination of use of the piece of equipment for its original intended purpose, the Contractor must notify the District in writing of the intent to dispose of the equipment. The equipment must be disposed by the following means in the order listed, with prior written approval by the District:

- a) Contractor may use equipment as a trade in for a new piece of equipment that is to be used in the approved education or litter program,
- b) With assistance from the district office, Contractor shall notify all district-contract-eligible entities that equipment is available and specify a timeframe for responding with a written request for the equipment at no cost (to be used for its original purpose under agreement with the district). If more than one entity requests the equipment, the District Board of Directors will choose a recipient.
- c) Contractor may sell the equipment to any interested bidder for its original intended purpose if no eligible applicant is found after 30 days of notice of availability. The District Board of Directors shall establish a fair market value to be obtained in the sale. This disposal option may include putting the item in a county auction.
- d) Contractor may retain ownership of the equipment by reimbursing the District fair market value of each piece of equipment.

In the event that equipment is disposed of without prior written approval of the District, the Contractor, upon written demand of the District, shall repay to the District the funds paid to the Contractor for purchase of the equipment, or such portion of the funds as the District, in its sole discretion, specifies in the written demand. Failure to repay all of the funds as specified in the written demand by the date for repayment set forth in the written demand shall constitute breach of this agreement. The county shall pay to the District its expenses of litigation, including reasonable attorney fees, that the District incurs if suit is brought by the District to secure repayment of the funds as specified in the written demand for repayment. Expenses of litigation payable to the District under the preceding sentence shall not exceed the greater of \$25,000 or the amount awarded to the Contractor for the purchase of the equipment.

#### **11. Equipment or Personal Property Purchased with Grant Funds**

Contractor shall use and maintain the equipment or personal property with all reasonable care and caution so as to maintain as high a resale value as reasonably possible, in conformance with the 2025 Contract Manager's Manual. Contractor shall maintain insurance against loss of or damage to the equipment or personal property by fire, theft, or other hazard, proceeds from which shall be payable to the District. Contractor shall not, without prior permission of the District, cause or allow the movement of the equipment or personal property to a location other than specified in the approved recycling, education or litter collection program. Contractor shall not encumber the equipment or personal property with liens, security interests, or other encumbrances.

#### **12. Extension of Time**

In the event that the Contractor is unable to complete a specific portion of the contract program within the time limits contained in the program or the District's approval of the program, an extension must be requested from and approved by the CFLP Solid Waste District Director. A request for an extension must be submitted in writing to the District no less than three weeks prior to the date for which an extension is requested. The District, in accordance with Section 7 of this agreement, upon denial of the requested extension, may terminate the agreement and demand repayment of all or a part of the contract.

#### **13. Entire Agreement**

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this agreement preceding the date of this agreement shall not be binding upon any party, except to the extent incorporated in the agreement.

**14. Amendment**

This agreement shall not be amended except in writing signed by all parties.

**15. Validity of Provisions**

Each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision or application of a provision shall, to any extent, be judged invalid or unenforceable, the remainder of this agreement and the application of that provision to the other circumstances shall not be affected.

**16. Assignment**

This agreement may not be assigned by either party without prior written consent of the other party.

**17. Governing Law**


This agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the parties have executed duplicate copies of this agreement, each of which shall be deemed an original of the date first above mentioned.

**COSHOCTON-FAIRFIELD-LICKING-PERRY  
SOLID WASTE DISTRICT**


**FAIRFIELD COUNTY COMMISSIONER**

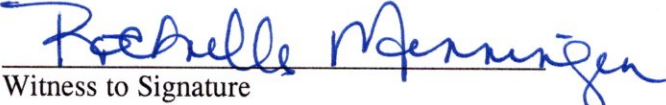
  
By: Tim Bubba, Chair

  
By: David Levacy

12-12-24  
Date

December 3, 2024  
Date

  
Witness to Signature

  
Witness to Signature

## ATTACHMENT A

### Fairfield County Recycling and Education

<b>Contract Budget</b>	<b>Amount</b>
Salaries	506,059.21
Fringes	381,923.98
Supplies	19,513.26
Postage	450.00
Equipment Purchase	16,500.00
Equipment Maintenance	31,206.00
Vehicle Purchase	0.00
Vehicle Maintenance	72,294.54
Training	2,000.00
Membership	170.00
Advertising/Print	2,524.00
Awards/Promotion	6,170.00
Signs	2,280.00
Educational Reimbursements	0.00
Workshops	2,250.00
Site Host Stipend	11,000.00
Disposal Fees	52,080.00
Handling/Transportation	0.00
Collection/Processing Services	0.00
Contingencies	200.00
<b>TOTAL BUDGET</b>	<b>1,106,620.99</b>

## **Attachment B Definitions**

### **Full Service Drop-Off**

2,500 persons have access in a rural area, and 5,000 persons have access in an urban area per drop-off. In order to be considered a full-service drop-off, the site must be open to the public at least 40 hours per week, and must handle all materials designated in the District's solid waste management plan to meet the access standard.

Rural area is defined as any municipality or township less than 5,000 in population. Urban area is therefore any municipality or township equal to or greater than 5,000 in population. A full service drop-off located in an urban area would be given access credit of 5,000 persons, while the same drop-off located in a rural area would result in access credit of 2,500 persons.

Multiple locations within a jurisdiction may be counted insofar as they do not exceed number needed to count the entire population of that jurisdiction.

### **Part Time Drop-Off**

For drop-offs that are not available at least 40 hours per week, assume 2,500 persons served per drop-off, if the following conditions are met:

- The four materials designated to demonstrate access are handled, and
- The drop-off is available to the public at a regularly scheduled time, at least once a month.

The county may combine sites which handle less than the designated five materials to get credit for one part-time drop-off. For drop-offs which are exclusively available for (or used by) residents of a specific city, village or township, access credit should be the population of the jurisdiction or the appropriate default value above, whichever value is lower.

### **Non-subscription Curbside**

Defined as being contracted for by a political jurisdiction in which the resident does not pay separately for curbside collection. District can assume all households have access. Total population of the households provided the service can be credited.

### **Subscription Curbside**

Defined as curbside provided at an additional cost and by choice of the resident. The District can count credit for 25% of the population that has the opportunity to subscribe to the program unless it can demonstrate greater access through the actual number of subscriptions, participation or tons of recyclable materials recovered.

## **Attachment C Standards**

The County Recycling Program must meet the following minimum standards to receive and retain district funds.

1. Drop-off bins must remain in the same locations as will be originally configured. Desired changes in locations must be submitted to and approved by the District prior to implementation of moves, to ensure continued compliance with access requirements and the solid waste management plan.
2. Every drop-off site must collect, at the least, corrugated cardboard, newspaper, aluminum cans, steel containers, and plastic containers (#1 and #2). Note: Locations are encouraged to also collect glass, magazines, and residential mixed paper but are not required to do so.
3. Every full-time drop-off site must be easily found and be accessible by the public at least 40 hours per week, with at least 8 of those hours being on weekends or after 6 p.m.
4. Containers at rural sites must be no less than 6 cubic yard capacity and containers at urban sites must be no less than 10 cubic yards capacity.
5. Signage at each drop-off site must be legible and in plain view of site users and assist users in determining what materials are acceptable. If the bin is not visible from the closest public roadway, there must be directional signs from the roadway to assist residents in finding the bin.



## ATTACHMENT D

### FAIRFIELD COUNTY OUTREACH PLAN 2025

If planned events are cancelled they need to be replaced with something else to achieve the commitments in the solid waste plan.

Audience	Commitments in Solid Waste Plan	2025 Strategies to Address each commitment
Residents	Maximize visibility of recycling opportunities and recycling in general	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public. Loan recycling containers for public events.
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclable and "recycling right"; at least one printed article and a flyer on safer alternative to HHW; incorporate "buy recycled" message into all communications. Offer recycling opportunities such as free shredding, electronic and tire recycling to encourage people to recycle right.
	Create outreach for under-represented populations	Radio programs, PSA and social media posts with educational message to help participate in recycling, including material to apartment dwellers/managers. Offer low cost recycling opportunities such as free document shredding, electronic recycling and tire recycling.
Schools/youth	Update school activities and presentations to meet instructional standards	Contests, presentations, camps, workshops and educational videos following Ohio Department of Education Standards.
	Link classroom education with actual recycling opportunities	Billboard Contest (presentation and contest), presentations with recycling center tour. Presentation and club meetings or starting/improving school recycling. Offer volunteer opportunities at the recycling center for older youth. Provide support with youth recycling projects.
	Provide technical assistance in setting up school recycling programs	Yearly school check in with schools on recycling program with information on school recycling amount and recycling tips. Provide support with youth recycling projects.
Businesses	Maximize communication with commercial businesses and highlight successes	Biannual newsletter with business focused emails to county businesses. Feature business recycling and sustainability efforts on social media.
	Provide technical support to start up recycling businesses	Attend career days, trade shows and to distribute recycling resource guides. Offer flyer on website with information on starting recycling business.
	Provide information to businesses on recycling service providers and opportunities	Offer waste evaluations, newsletter contest specific to business needs. Attend county's environmental stewardship meeting offering guidance for office recycling programs.
	Maintain relationship with business/trade organizations	Participate in Chamber events. Hold one roundtable session per year virtually for business networking opportunities to manage waste promote waste evaluations.
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office; Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs; emails to townships quarterly; promote village curbside programs.
	Participation in community events to promote recycling	Recycling displays at events with information and supplies about buying recycled, accepted material, and local services. Promote local recycling collection events.
Industries	Provide information on recycling service providers and opportunities	Offer one industry roundtable virtually with information tailored to county manufactures.
	Provide information on recycling service providers and opportunities	Offer waste evaluations to start and expand recycling programs.
	Maximize communication with industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers. Attend Chamber Events to network and expand emailing list for newsletter

**Required:**

- Website kept current**
- Comprehensive Resource Guide distributed**
- Infrastructure Inventory distributed**
- Speaker for all five audiences**



**CFLP SOLID WASTE DISTRICT  
RECYCLING AND EDUCATION PROGRAM  
2025 CONTRACT FOR SERVICES**

This contract made the 1st day of January, 2025, effective the same date, is executed in two copies, each copy to constitute an original, by and between the Lancaster-Fairfield Community Action Agency (“Contractor”), with offices at 1743 E. Main Street, Lancaster, Ohio 43130, and the Fairfield County Commissioners (“County”) with offices at 210 E. Main Street, Lancaster, OH 43130.

WITNESSETH:

WHEREAS, HB 592 was passed in 1988, requiring the state to be divided into solid waste districts and that the districts became responsible for managing and reducing their solid waste, and

WHEREAS, the CFLP Solid Waste District was formed in accordance with HB 592 in March 1989 as a joint four-county solid waste management district, and

WHEREAS, the CFLP Solid Waste District Policy Committee ratified district fees in September 1989 to implement its solid waste management plan, that includes recycling drop-off that meets or exceeds minimum criteria for receiving access credit, institutional recycling, education and outreach services to increase recycling, litter collection on public land, and

WHEREAS, the CFLP Solid Waste District has included funding for those provisions in its approved solid waste management plan and its 2025 budget, and

WHEREAS, Fairfield County has requested financial assistance from the CFLP Solid Waste District to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

**1. Agreement**

Fairfield County agrees to enter into contract with the Lancaster-Fairfield County Community Action Agency for the amount not-to-exceed \$1,106,620.99 as specified in Attachment A, for operational costs necessary to implement the proposed program:

- a) maintain the portion of county-wide residential recycling collection and processing services necessary to maintain 80% access that are not provided by private contractors,

County-wide residential recycling collection services is defined as access by no less than 80% of county residents, using formulas provided by the Ohio EPA in Attachment B. Processing service is defined as sorting, storing, and shipping all materials collected from the recycling program to a market for recycling. Dropoff sites will meet, at all times, the minimum standards set forth in Attachment C.

- b) maintain institutional recycling collection and processing services from January 1, 2025 through December 31, 2025. Institutional recycling is defined as services to public schools and government offices.
- c) Education and outreach to five target audiences to increase participation in recycling and reduction programs as specified in the county outreach plan in Attachment D.

- d) Assist in the cleanup by others, or employ a litter supervisor to use crews in of public roadways, waterways and areas.

The program shall be conducted as specifically outlined in the Contractor’s 2025 Contract Application and Attachments A through D of this agreement, following the rules and guidelines set forth in the 2024 Contract Application Handbook and the 2025 Contract Manager’s Manual, which are incorporated into, and are an enforceable part of this agreement for allowable costs during the period January 1, 2025 through December 31, 2025.

The Contractor specifically agrees to complete the activities listed in Attachment D by year end. The Contractor further agrees to match district funds by funding all program costs not specifically listed in Attachment A, to use contract funds only for approved and allowable programs and activities, to provide funds to operate the program until the first advance payment is received and any time during the contract period that expenditures exceed the amount of funds advanced, to submit reports by the required due dates, to create a separate line item or account for contract funds, match and all cash donations received for the contract program, and to establish an accounting procedure that satisfies State of Ohio accounting and audit procedures and guidelines.

**2. Term**

The term of this agreement shall commence on the first day of January 2025 and terminate upon completion of all the Contractor’s obligations under this agreement.

**3. Payments**

Fairfield County shall pay the Lancaster-Fairfield Community Action Agency \$995,958.89 in January 2025. The remainder of the award shall be paid upon receipt of the third quarter report, providing that complete and accurate quarterly reports have been submitted in a timely manner showing that the previous payment has been substantially spent, and an additional advance is necessary, and provided further that the Contractor has complied in all respects with this agreement. Payments authorized under this agreement may be withheld by the District if the Contractor has any outstanding payments due to the District from prior or current contract agreements.

**4. Deliverables**

The Contractor agrees to file quarterly program status reports to the District by the fifteenth of the month following the close of each calendar quarter. The forms for these reports will be provided by the CFLP Solid Waste District and will include progress summaries, weight and type of materials received at each collection location, and a listing of all expenditures made with district funds.

Contractor agrees to submit legible copies of invoices with quarterly reports to document allowable expenditures. Invoices must be dated, contain the name and address of the vendor and purchaser, a detailed itemization of the purchase, and the total amount due. Copies of all invoices claimed within this contract must be maintained by the contractor for a period not less than one year following the financial review of the contractor’s records and shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with sections 9.234 and 9.235 of the Revised Code.

All financial books and records of the contractor and subcontractor that pertain to the contract and subcontracts shall be open to inspection pursuant to Section 9.235 of the Revised Code and shall be held to standards consistent with generally accepted accounting principles.

**5. Revisions**

If the Contractor wishes to revise any portion of this contract, a program revision form must be submitted to the District and approved in writing by the District Director prior to the revision becoming effective. The District has the authority to reject any revision if the request is not in compliance with the District’s Solid Waste Management Plan and the approved

contract program. Program revisions may include, but are not limited to, the number or location of drop-off bins, the materials collected, or the hours of access.

#### **6. Financial Review**

Pursuant to Section 9.234(B) of the Revised Code, the financial review cannot be waived by the District. Pursuant to Section 9.235 of the Revised Code, the financial books and records of the contractor and subcontractors that pertain to the contract and subcontracts shall be open to inspection by the District.

#### **7. Subcontracts**

A Subcontract is defined for the purpose of these contracts to mean the aggregate of services that are purchased by the primary contractor from another party to fulfill all or part of the contractor's obligations under the district contract that exceed \$25,000 or 25% of the total contracted amount.

Should the contractor award a subcontract to a person or entity, the subcontract shall be in writing, awarded in conformance with applicable bid procedures, and conform to ORC Section 9.231 – 9.238 and this contract. Copies of subcontracts must be submitted with quarterly reports to the District to document compliance.

Pursuant to rules promulgated under section 9.237 of the Revised Code, all subcontracts shall contain a clause giving notice of the remedies available to the District if the money under the subcontract is not expended on direct costs as required, and a clause requiring the subcontractor to maintain records documenting direct costs for a period of not less than one year following financial review by an independent public accounting firm or the auditor of state.

#### **8. Disposition of Unspent Funds or Funds Expended on Illegitimate Purposes**

At the end of the contract year, as defined in Section 1 of this agreement, funds not expended during the year in fulfillment of the services and activities listed in Section 1 of this agreement and the approved contract budget must be returned or repaid to the District. Upon receipt of the final quarterly report for the contract year from the Contractor, the District will issue a closeout report that states the amount of funds the Contractor is due and owing the District. Repayment shall be made to the District by March 15, 2025. Repayments not received by the District by the due date are subject to a late fee of 1 ½% per month. The District retains the right to pursue all means afforded by law to recover monies advanced in excess of contract monies earned, including those specified in ORC Section 9.236.

#### **9. Termination**

This agreement may be terminated by the Fairfield County Commissioners upon the occurrence of any of the following: A) failure to implement any of the listed activities in Section 1 of this contract, B) improper use of District contract funds for items other than are listed in Section 1 of this contract, C) failure to provide the deliverables listed in Section 4 of this contract to the District by the due dates, D) notification from the Contractor stating a wish to terminate the contract, and return any and all contract funds awarded, and/or E) the rendering of a decision by a court that this contract agreement or the funds awarded under this agreement exceeds the authority of the CFLP Solid Waste District to award contracts, or is in any other way unlawful, in whole or in part. Termination will occur immediately upon notification of the occurrence of an above listed event. Notification of termination will be sent by certified mail to the Board of County Commissioners. Further expenditures of contract funds beyond the effective date of termination are prohibited.

#### **10. Equipment Disposition**

All equipment purchased with District funds under this contract become the property of the Contractor for as long as it continues to be used for its original intended purpose as described in the approved recycling and education program. Upon termination of use of the piece of equipment for its original intended purpose, the Contractor must notify the District in writing of the intent to dispose of the equipment. The equipment must be disposed by the following means in the order listed, with prior written approval by the District:

- a) Contractor may use equipment as a trade in for a new piece of equipment that is to be used in the approved education or litter program,
- b) With assistance from the district office, Contractor shall notify all district-contract-eligible entities that equipment is available and specify a timeframe for responding with a written request for the equipment at no cost (to be used for its original purpose under agreement with the district). If more than one entity requests the equipment, the District Board of Directors will choose a recipient.
- c) Contractor may sell the equipment to any interested bidder for its original intended purpose if no eligible applicant is found after 30 days of notice of availability. The District Board of Directors shall establish a fair market value to be obtained in the sale. This disposal option may include putting the item in a county auction.
- d) Contractor may retain ownership of the equipment by reimbursing the District fair market value of each piece of equipment.

In the event that equipment is disposed of without prior written approval of the District, the Contractor, upon written demand of the District, shall repay to the District the funds paid to the Contractor for purchase of the equipment, or such portion of the funds as the District, in its sole discretion, specifies in the written demand. Failure to repay all of the funds as specified in the written demand by the date for repayment set forth in the written demand shall constitute breach of this agreement. The county shall pay to the District its expenses of litigation, including reasonable attorney fees, that the District incurs if suit is brought by the District to secure repayment of the funds as specified in the written demand for repayment. Expenses of litigation payable to the District under the preceding sentence shall not exceed the greater of \$25,000 or the amount awarded to the Contractor for the purchase of the equipment.

#### **11. Equipment or Personal Property Purchased with Grant Funds**

Contractor shall use and maintain the equipment or personal property with all reasonable care and caution so as to maintain as high a resale value as reasonably possible, in conformance with the 2025 Contract Manager's Manual. Contractor shall maintain insurance against loss of or damage to the equipment or personal property by fire, theft, or other hazard, proceeds from which shall be payable to the District. Contractor shall not, without prior permission of the District, cause or allow the movement of the equipment or personal property to a location other than specified in the approved recycling, education or litter collection program. Contractor shall not encumber the equipment or personal property with liens, security interests, or other encumbrances.

#### **12. Extension of Time**

In the event that the Contractor is unable to complete a specific portion of the contract program within the time limits contained in the program or the District's approval of the program, an extension must be requested from and approved by the CFLP Solid Waste District Director. A request for an extension must be submitted in writing to the District no less than three weeks prior to the date for which an extension is requested. The District, in accordance with Section 7 of this agreement, upon denial of the requested extension, may terminate the agreement and demand repayment of all or a part of the contract.

#### **13. Entire Agreement**

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this agreement preceding the date of this agreement shall not be binding upon any party, except to the extent incorporated in the agreement.

#### **14. Amendment**

This agreement shall not be amended except in writing signed by all parties.

#### **15. Validity of Provisions**

Each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision or application of a provision shall, to any extent, be judged invalid or unenforceable, the remainder of this agreement and the application of that provision to the other circumstances shall not be affected.

16. **Assignment**

This agreement may not be assigned by either party without prior written consent of the other party.

17. **Governing Law**

This agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the parties have executed duplicate copies of this agreement, each of which shall be deemed an original of the date first above mentioned.

**FAIRFIELD COUNTY COMMISSIONERS**

**LANCASTER-FAIRFIELD COMMUNITY  
ACTION AGENCY**

\_\_\_\_\_  
By: David Levacy, Commissioner

\_\_\_\_\_  
By: Randall Hunt, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness to Signature

\_\_\_\_\_  
Witness to Signature

**Attachment A  
CONTRACT BUDGET**

**See attachment- 2025 Fairfield Application Worksheet Final**

## **Attachment B Definitions**

### **Full Service Drop-Off**

2,500 persons have access in a rural area, and 5,000 persons have access in an urban area per drop-off. In order to be considered a full-service drop-off, the site must be open to the public at least 40 hours per week, and must handle all materials designated in the District's solid waste management plan to meet the access standard.

Rural area is defined as any municipality or township less than 5,000 in population. Urban area is therefore any municipality or township equal to or greater than 5,000 in population. A full-service drop-off located in an urban area would be given access credit of 5,000 persons, while the same drop-off located in a rural area would result in access credit of 2,500 persons.

Multiple locations within a jurisdiction may be counted insofar as they do not exceed number needed to count the entire population of that jurisdiction.

### **Part Time Drop-Off**

For drop-offs that are not available at least 40 hours per week, assume 2,500 persons served per drop-off, if the following conditions are met:

- The four materials designated to demonstrate access are handled, and
- The drop-off is available to the public at a regularly scheduled time, at least once a month.

The county may combine sites which handle less than the designated five materials to get credit for one part-time drop-off. For drop-offs which are exclusively available for (or used by) residents of a specific city, village or township, access credit should be the population of the jurisdiction or the appropriate default value above, whichever value is lower.

### **Non-subscription Curbside**

Defined as being contracted for by a political jurisdiction in which the resident does not pay separately for curbside collection. District can assume all households have access. Total population of the households provided the service can be credited.

### **Subscription Curbside**

Defined as curbside provided at an additional cost and by choice of the resident. The District can count credit for 25% of the population that has the opportunity to subscribe to the program unless it can demonstrate greater access through the actual number of subscriptions, participation or tons of recyclable materials recovered.

## **Attachment C Standards**

The County Recycling Program must meet the following minimum standards to receive and retain district funds.

1. Drop-off bins must remain in the same locations as will be originally configured. Desired changes in locations must be submitted to and approved by the District prior to implementation of moves, to ensure continued compliance with access requirements and the solid waste management plan.
2. Every drop-off site must collect, at the least, corrugated cardboard, newspaper, aluminum cans, steel containers, and plastic containers (#1 and #2). Note: Locations are encouraged to also collect glass, magazines, and residential mixed paper but are not required to do so.
3. Every full-time drop-off site must be easily found and be accessible by the public at least 40 hours per week, with at least 8 of those hours being on weekends or after 6 p.m.
4. Containers at rural sites must be no less than 6 cubic yard capacity and containers at urban sites must be no less than 10 cubic yards capacity.
5. Signage at each drop-off site must be legible and in plain view of site users and assist users in determining what materials are acceptable. If the bin is not visible from the closest public roadway, there must be directional signs from the roadway to assist residents in finding the bin.



**Attachment D**

**2024 Education and Outreach Plan**

### **Instructions for completing the 2025 Outreach Narrative:**

Each county has been given an Excel spreadsheet with the 2024 programs that were committed to in the contract. This serves as your base for creating the 2025 County Outreach Plan. Use the following pages to create a narrative that covers all five target audiences and all commitments in the solid waste plan. For **each** Commitment on the following pages, address the following:

1. What activities will be continued from 2024? If discontinuing a program, please explain what the program was and why you do not consider it successful.
2. What NEW activities will you implement to address each commitment?

**The commitments in the new solid waste plan are already in your outreach plan. DO NOT DELETE THEM. Add to them.**

ONCE YOU HAVE CREATED THE NARRATIVE, UPDATE THE EXCEL SPREADSHEET LABELED "OUTREACH PLAN" FOR 2025.

## **RESIDENTS**

This is the broadest category and top priority, encompassing activities that are designed to reach a large number of residents regardless of where they live or work. This is where fairs and festivals go, even if they are a community festival.

### **Maximize visibility of recycling opportunities**

We will promote local recycling opportunities and local recyclers with all outreach methods through social media posts, website changes, flyers, in person customers, phone calls, television programs and radio programs. Flyers with information on disposal methods for HHW, accepted materials and the Fairfield County Recycling Resource Guide will be available for displays, outside flyer holder and walk in customers. Information for residents is available by internet, phone, display events and at the recycling center.

Recycling displays will be made available throughout various events, fairs and festivals throughout the year. We reserve display areas for Festival Fair Day, Millersport Sweet Corn Festival (\$275.00) and Fairfield County Fair (\$275.00). These displays distribute brochures, contain recycling visuals and are staffed throughout the event.

Presentations, social media and events will incorporate education on illegal dumping at recycling drop off sites. We will continue to partner with health and sheriff departments to educate residents on proper tire disposal.

Success of the program is determined by the amount of outreached methods used, flyers distributed, followers on social media, walk-ins, call-in customers and contacts on our website. In addition, success of the program will be measured by participation throughout outreach events.

### **Reinforce recycling the right materials**

Displays and presentations will enforce the recycle right message and discuss how contaminations damages recycling programs. Information will be made available by presentations, displays, brochures, social media, radio interviews, etc. Raffle drawings for recycled content item will promote waste reduction at certain display events. Results of the contest will be posted on social media. Signage on recycling receptacles will be updated with clear visuals of accepted material and recycling center's contact information. Information on curbside recycling will be made available at all events. Success of the program will be determined by the population of residents requiring about disposal of difficult waste (such as HHW) and recycling, and the amount of flyers and social media posts discussing HHW, recycling contamination, and accepted materials.

### **Create outreach for under-represented populations**

Attending various fairs, festivals, parades, display events, presentations and workshop opportunities provides a way to reach the public from various backgrounds. Offering recycling

collection drives, such as tire, electronic and shredding, at low to no cost allows for recycling to be affordable for all populations. Success is measured by the number of; walk-in customers, phone calls, contacts on our website/social media, flyers distributed and direct contacts at events.

### **SCHOOLS/YOUTH**

This target audience is youth whether in schools, summer programs or clubs, or things like scouts.

#### **Provide activities to meet instructional standards for students**

Classroom presentations are conducted through request by Fairfield County teachers in all grade levels. Presentations include lessons that meet instructional standards. Some of the activities are from the Window on Waste Curriculum, Project Wild, Growing Up Wild, Project Wet, Project Learning Tree and other environmental curriculum that's available. The Environmental Specialist and Program Director attend training yearly to learn about new materials and activities available that meet instructional standards through OALPRP (\$100.00), EECO (\$70.00) and other opportunities. Annually, the education program will update programs to meet Ohio Department of Education's Standards. In addition to classroom presentations, the recycling center offers tours of the facility following a presentation. Students receive recycling information and various promotional items made from recycled content to encourage buying recycled content materials and serves as a reference to the recycling center.

All Third Grade classrooms in Fairfield County are invited to participate in our Third Grade Billboard Contest. To participate, classrooms must sign up with the Recycling Center and receive a presentation that follows Ohio Department of Education's standards. Students are encouraged to recycle at school and at home. Information on how to get their school and home involved with recycling is left with every class. At the end of presentations, students are asked to create an advertisement on paper that could potentially be used on a billboard to encourage residents to reduce, reuse or recycle. Students will also receive information on recycling, recycling bracelet (\$875.00) car litter bag (will use leftovers from previous years), recycling stickers (\$140), and recycled pencil (\$650.00) to encourage the purchase of recycled content materials and to prevent litter from vehicles. Teachers in each school will select first, second and third place entries from their school and will submit to our program for countywide judging. The first place countywide winner will be reproduced into a commercial billboard and displayed at a major intersection for the month of April and serve as our Earth Day advertising. Students at each school that placed as 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> will receive a ribbon and the top 3 county wide winners will receive a rosette ribbon (\$100.00) with additional recycling prizes (\$250.00).

Various presentations occur during the summer at multiple camps throughout the county for multiple grade levels. Planet Protectors Camp (grade 2-4) and Jr. Eco Camp (grade 5-7), Earth Camp (grade 3-5), Fairfield County Workforce Center Camp (grade 6-9) and Alley Park Camps (grade K-7) are camps attended yearly. Each camp focuses on environmental and sustainable topics and occur in Fairfield County. Students learn about waste diversion through reducing, reusing, recycling, and composting. Depending on the camp, students will be given a t-shirt

(\$1,200.00), water bottle (\$800.00), pencils (\$300.00) and coloring book (\$500.00) with soy crayons (\$300.00) made from recycled materials.

During the month of April, we will offer educational packets filled with age-appropriate information and activities on reducing, reusing, recycling, landfills, etc. This is in line of celebrating Earth Day. Information and activities reinforces environmental and sustainable topics they have learned in previous grades. Recipients will be encouraged to recycle and cleanup litter at home. Packets will be handed out to youth throughout Fairfield County at fairs, festivals, lunch programs, libraries, recycling center, etc.

Success of the programs will be measured by the number of schools and classrooms receiving presentations/recycling and the amount of youth outreached by presentations, educational packets, events, etc.

### **Link classroom education with actual recycling**

Monthly volunteer opportunities are offered for older youth students. Students assist with preparing educational packets, crafts, etc. Volunteer opportunities for students can occur at the recycling center, in school or at public libraries. Students will directly work the Environmental Education Specialist and will be encourage to explore the environmental work field while volunteering.

Classroom presentations (if time allows) will consist of a STEM recycling activity (\$300.00) following the presentation. STEM activities will focus on recycling, reusing, reducing, and pollution. Activities will follow Ohio Department of Education's Learning Standards. In addition to classroom presentations, the Third Grade Recycling Billboard Contest and summer camps will provide similar programing. To improve access to recycling in schools, the recycling center will be offering reusable recycling bins (CFLP match \$2,500.00, Grant funding \$10,000.00) to replace cardboard recycling bins found in most classrooms. We will be seeking additional funding to offer this program. Many schools have addressed their concerns about classroom recycling bins in the past, stating it is a need for their classroom but lack access to them. This creates a bridge to help gather more recyclable material in the classroom and encourages recycling with students and staff.

### **Provide technical assistance in setting up school recycling programs**

Current school recycling weights that made available to the Environmental Educator will be submitted to school's administration yearly. This will serve as part of a check in about the schools recycling program to see how they can improve or how we can assist their recycling program. Schools can request recycling bins for their schools to improve material collection with staff and students. In addition, classroom recycling bin flyers will be handed to staff discussing recycling right in the classroom and common contamination. Success of the new recycling bin program will be measured by the number of recycling bins in classrooms and increase in recyclable collected since receiving recycling bins.

We will assist schools with recycling programs such as PepsiCo-Recycle Rally to encourage recycling. PepsiCo Recycle Rally is a recycling program for K-12 schools. The program is designed to encourage students to recycle or improve school recycling programs. Based on weight of plastic bottles and aluminum cans, students can earn prizes for their school, such as recycling bins. The program was successful in the past with a local school that tracked their recycling with PepsiCo. By the school tracking their recycling, they were encouraged and made changes to improve their recycling program. In addition to PepsiCo- Recycle Rally, we will assist organizations with recycling programs such as Bottle Caps for Benches Program. We will help gather material for these programs to further support the mission of recycling.

Success of the programs will be determined by the increase of recyclables collected and participation among schools.

### **COMMERCIAL BUSINESSES**

This target audience is the business sector that includes retail, wholesale, services, food establishments, auto, churches, school systems, construction, large scale agriculture, and entertainment.

#### **Maximize communication and highlight successes**

A bi-annual business and industry newsletter will be e-mailed to contacts. Newsletter will contain information on recycling and will feature local businesses or organizations that practice sustainability. Newsletters will contain education for materials that are difficult to dispose of. We will continue to work closely with the county's sheriff and health departments to promote disposal of HHW, tires, etc. The newsletter will be shared on social media and updated on the website.

We will provide information on waste audits and presentations on our website; provide information at display and special events and on brochures/flyers. Waste audit participation rates have been very low historically and it is our mission to increase communication about recycling services by directly contacting companies by email at least twice a year.

We will participate in the Fairfield County Chamber Dinner. A display will be staffed and have flyers with information on recycling opportunities, upcoming events and will have promotional recycled items (\$500.00). A Business Card Drop Raffle for entry for a recycled content item will be included (\$50.00). Our emailing listing will be updated from the business cards collected during the raffle.

Success of the program will be measured by the number of; businesses requesting waste audits, presentations, businesses who implement a waste reduction program and number of businesses requesting information on starting a recycling program.

#### **Provide information on recycling service providers and opportunities**

Our program staff will conduct waste evaluations (audits). Their waste stream will be evaluated for items that can be recycled locally. They will be given a Fairfield County Recycles Guide to identify sources for items that can be recycled or re-used. They will be encouraged to reduce their waste by recycling and exchanging materials with other industries or businesses that can use the item. We will assist businesses and industries with getting an Ohio Material Marketplace account.

Information on waste evaluations, starting a recycling business, etc. is made available on our website and is posted throughout the year on social media. Our goal is to assist 25 businesses a year with recycling services through phone calls, walk-ins, emails and events. Success will be measured base on how many businesses are able to divert material by recycling.

### **Maintain relationship with trade associations**

We will participate in the Annual Chamber Dinner with a display and distribution of flyers and drawing for a recycled content product (basket, vase, etc.). Additionally, we will distribute incentive items made for recycled materials to promote the purchase of recycled products (ex: recycled notepad (\$500). Approximately 200+ participates attend this event from various businesses in the county.

## **POLITICAL LEADERS**

This target audience is the administrators of communities - mayors, city councils, township trustees. It targets getting communities to support and participate in recycling efforts. It is NOT activities that target the residents of the communities.

### **Provide technical support and encouragement to community efforts**

Townships, communities and villages will be contacted twice a year to be updated with recycling data in their area, events, etc. We will partner with townships, local recyclers and haulers to participate in and/or promote special collection events for communities such as HHW & electronics collections, etc. We will also submit an article to local news publications and request them to publish. We will offer assistance with their cleanups by providing bags, gloves, grabbers and vests. Special recycling containers will be made available to be loaned at events as well.

We will participate in multiple events with multiple townships and in Lancaster. Haulers and recyclers will be provided with information on events by email and asked to help promote or participate in the events. In addition, we will outreach townships and municipalities offering services. The number of communities will vary yearly, but we will provide serves to interested groups if funding is available.

### **Participation in community events to promote recycling**

We will participate in multiple events with a display containing information on recycling. Events that the recycling center are attending will be promoted on social media and the website. We plan to have our program display at the Chamber of Commerce, Festival Fair Day, Millersport Sweet Corn Festival (\$300), Fairfield County (\$320), and any other events that we are invited to in efforts to expand our education/outreach opportunities throughout the year.

Recognition to communities offering recycling opportunities or doing litter cleanups will be published on social media and in our bi-annual newsletter. Success will be measured by the number of; participants in collection events, number of townships, communities and villages impacted and number of people visiting our display.

### **INDUSTRY - MANUFACTURERS**

This target audience is the companies in your county that manufacture items. They can be large or small. Their waste is usually different than other generators because a large portion will be process waste that is predominantly a few items.

#### **Provide information on recycling opportunities to all industries**

We will participate in the Fairfield County Chamber Dinner event with a display and distribute flyers on recycling opportunities and upcoming events. A drawing of a recycled content item will be held to collect business cards for our emailing list. We will use the list to keep industries updated with current newsletter, events and recycling opportunities. We will feature industries that start a new recycling program or show outstanding recycling efforts in the county in our e-mails to industries. The newsletter will be sent twice a year. Newsletters will promote free waste evaluations and recycling assistance.

#### **Provide technical support in implementing a recycling program**

Two business and industry roundtables will be held virtually throughout the year. The roundtable is tailored to county manufactures and businesses and encourages networking with waste disposal. Information and assistance on setting up an Ohio Material Marketplace will be offered. Free waste evaluations will be advertised during the roundtable in addition to newsletters and social media posts. Waste evaluations have been fairly low historically and we hope to improve communication about the yearly service that can start or expand their recycling program. Success is measured by the amount of participants attending the roundtable and the number of industries starting a recycling business.

#### **Maximize communication with industries**

We will attend display events such as the Chamber Dinner to further increase communications with industries. We will continue to partner with local industries to support the mission of recycling or to assist with their program. Industries who are enrolled in LFCAA recycling



program will receive their company's recycling yearly statistics. Visits, phone calls, and emails with information on recycling and/or the newsletter will occur at least twice a year for industries who have started a recycling program or requests assistance. Success will be measured by the number of industries recruited to participate in waste evaluations, roundtables, and new/expanding recycling programs.



Board President  
D. Michael Crites

Executive Director  
Clinton Davis

July 31, 2024

To whom it may concern,

If Lancaster-Fairfield Community Action Agency personnel assigned to recycling education and outreach are required by the Agency to perform duties outside the district contract, the LFCAA will cover salary, fringes, leave accrual and other costs associated with that time.

Agency personnel will remain 100% dedicated to approved district contract activities while charging time to the contract and additional funds will be budgeted to cover any costs associated with personnel performing duties outside of the district funding.

Thank you,

Clinton Davis, Executive Director  
Lancaster-Fairfield Community Action Agency  
1743 E. Main Street, Lancaster, Ohio 43130



1743 East Main Street • P.O. Box 768 • Lancaster, Ohio 43130  
Phone: (740) 653-4146 • Fax: (740) 653-4462  
[www.faircaa.org](http://www.faircaa.org) • [www.fairfieldrecycles.org](http://www.fairfieldrecycles.org)



## COUNTY RECYCLING AND OUTREACH CONTRACT

The District's Solid Waste Management Plan includes a recycling strategy that relies upon a variety of programs to accomplish the waste reduction goals set by House Bill 592. Currently, the district is required to ensure that at least 80% of district residents have access to a recycling opportunity, and that commercial entities have access to recycling locations in each county (achieved through access to public drop-off containers). To maintain the 80% residential access goal, each county is eligible to receive district funds to provide recycling services.

The 2019 state solid waste management plan allows multi-county districts to demonstrate access by calculating the population of the entire district that has access to recycling opportunities. As long as the total access is at least 80%, then any individual county may go as low as 75% of the residential population (or the equivalent of one less drop-off than would be necessary to achieve 80%, whichever is greater).

Recycling programs must be accompanied by education programs to encourage residents and businesses to increase their participation in recycling. The CFLP Solid Waste District supports local offices that provide those services and awards contracts annually to fund the programs. Within this contract are Program Administration, Education, Litter Collection on Public Property, Recycling Collection Events, and most importantly, the Countywide Residential/Institutional Recycling Program.

Recycling and Outreach are mandated by the state as part of our solid waste management plan, and thus are the top priority for funding within this contract. Litter Collection is not mandated by state law, the state solid waste management plan, or the district's solid waste management plan, but is an optional activity as long as funds are available. Limited funding is available and programs are encouraged to seek other sources of funding for that activity wherever possible.

**WHO IS ELIGIBLE TO APPLY:** The four member county governments.

### **MATCH REQUIREMENTS:**

The applicant must show what local commitment is being offered to support the program beyond District funding. There is no set amount required. Common match items include, but are not limited to cash to cover expenses not included in the District Contract, administrative and technical support by the county (agency in Fairfield), office space and furnishings, and utilities.

The Contractor is the employer for all staff whose salary is paid (in part or in whole) by this contract. The District contract reimburses only salary and certain defined fringe benefits for time worked on district contract activity. All other time and employee costs, including but not limited to advertising for hire, interviews, screening, testing, training, licensing or additional fringe benefits offered by the Contractor remain the responsibility of the Contractor.

**When personnel assigned to recycling are required by their employer to perform duties outside the district contract, the Commissioners (head of agency for Fairfield) will be required to cover salary, fringes, leave accrual, and other costs associated with that time. The funding application must include a letter from the Commissioners (head of agency for Fairfield) acknowledging that responsibility and confirming that funds have been budgeted to cover such costs unless the Commissioners (head of agency for Fairfield) guarantees that personnel will remain 100% dedicated to approved district contract activity.**

Programs are permitted to use volunteers to implement recycling or outreach activities, but are not required to do

so within the district contract. Volunteers are defined as individuals who willingly provide services to the Recycling and Outreach programs with no expectation or receipt of compensation or remuneration. It is the Contractor's sole responsibility to adhere to any legal requirements in the use of volunteers, and the District shall not cover any expenses associated with volunteers and shall not be responsible for any property damage, bodily injury, or legal claims or penalties arising out of the Contractor's use of volunteers.

**PAYMENT SCHEDULE:** Contract programs will receive 90% of the award following the effective date of the contract (mid January), and the remaining 10% upon receipt and review of a third quarter report that indicates the final 10% is necessary.

**FREQUENCY OF AWARD:** Annually. Contract period is January through December. Amendments to the contract for additional activities may be requested throughout the year if funding is available.

## PROGRAM ADMINISTRATION

In order for a program to be effective, it must be adequately staffed and administered. This portion of the contract covers the cost of staffing the Recycling Office and administrative costs sufficient to keep the programs running. It is expected that local Program Managers have solid waste management duties outside this specific contract, limited to assisting local communities apply for and administer district contracts, assisting in the management of disaster debris, serving on solid waste district committees, participating in professional associations related to Recycling and Outreach, and other approved activity specific to recycling and recycling based education.

### ALLOWABLE COSTS FOR PROGRAM ADMINISTRATION:

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on district approved recycling and outreach programs may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on district approved recycling and outreach programs may only claim vacation, sick and holiday leave in proportion to the hours worked on recycling and outreach. Employees who work less than 75% on district approved solid waste management programs may not claim vacation, sick and holiday leave.

1. Salary for one Program Manager to administer the Recycling and Outreach Program, and if there is no Education Specialist, implement the county Outreach Plan.
2. Salary for one Office Assistant to manage office functions for the Recycling and Outreach Program.

Fringes: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare, Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment for the two positions above. Personal clothing costs are not allowable. Personnel who work less than 100% of their time on the recycling/outreach contract may only claim fringes in proportion to the hours worked on contract activities.

Supplies: Cost to purchase consumable supplies required for the day to day implementation of the district contract (ie: paper, pencils, paper clips, business cards and letterhead, computer software, disks). Indirect or overhead costs of maintaining an office, including but not limited to support services from internal departments (ie: auditor, treasurer, human resources, safety, information technology), janitorial, rent, food service, personal comfort, utilities, and county audits **are not allowable (see match requirements)**. Public funds may not be used to purchase items for employees that are personal in nature or which would not or cannot be returned by the employee to the office.

Where the Office (or county host) receives a telephone bill from a telecommunications company for land lines, cell phones, or email/internet services, the portion of that bill that is directly for the extensions that are used to implement the administrative portion of this contract plus long-distance charges may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated.

Postage: Cost to mail general office correspondence directly associated with the Outreach activities approved in the contract program. Put the cost of postage meters (lease and supplies), bulk mailing permits, or post office boxes here, but keep in mind that a dated detailed invoice will be required to document this expenditure.

Equipment Purchase/Lease: Costs associated with the purchase, lease or rent of equipment used directly by and for the district contract that costs \$100 or more per unit and may include the cost of shipping from the vendor.

Application must demonstrate that the item is needed to fulfill the district contract. Equipment is anything purchased for the applicant that is **non-consumable** (such as A/V, office equipment, reference material). Computer hardware is equipment. Computer software is considered supplies as it has a shorter lifespan and is often upgraded. Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement. Put the cost of lease agreements for copiers here if the copier is used solely by the Recycling Office.

Equipment Maintenance: Cost associated with the maintenance and/or repair of equipment purchased with district funds in this or previous contract years. Put annual maintenance contracts for copiers and/or fax machines here if those machines are used solely for the Recycling Office.

Vehicle Purchase: Limited to the purchase of a vehicle and all associated licensing costs for the Education and Outreach program. Use of the vehicle for functions other than contract approved activity constitutes a violation of the agreement and will result in the termination of the agreement and the repayment of the contract.

Vehicle Maintenance: Includes **either** mileage (IRS rate) for vehicles not purchased with district funds, **or** maintenance/repair, fuel, and insurance premiums for vehicles purchased with district funds, for vehicles used in the approved Outreach activities (including meetings); and the cost of parking if attendance at a job-related function necessitates payment to park. If the local mileage rate is higher, the Recycling Office will be required to pay the difference. Where the vehicle is purchased solely with district funds, use of the vehicle for any other purpose than approved contract activity (which includes using vehicles as backup to other contract vehicles) is prohibited. If the purchase of a vehicle was split between the District and the Recycling Office, all ongoing vehicle expenses must also be split in the same proportion as the vehicle is used for approved contract activity with mileage logs maintained to document usage. For vehicles purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair them throughout the year. Documentation submitted with quarterly reports will be required to identify the vehicle for which expenses are being claimed.

Training: Includes the cost of registration, lodging, transportation/parking and meals associated with attendance of contract funded personnel at professional development conferences/seminars (excludes meetings), within the limits of the District Travel Policy. As the District Travel Policy requires that all travel be pre-approved by the district, only those conferences approved via the original funding application or a program/budget revision will be allowed. Be specific about training to be attended.

Membership Fees: Costs associated with membership of program manager or education specialist in professional organizations directly related to the Outreach activities. Memberships must be in the name of the Recycling Office so that the memberships remain intact in the event an employee terminates their employment. **Request must show how membership is necessary to and directly benefits the program.**

Contingencies: A maximum amount of \$200 may be requested to cover unexpected over-runs in other contract line items, as long as those line items are funded within your approved budget.

## **EDUCATION-OUTREACH ACTIVITY**

Programs to educate residents and businesses on the need to reduce, reuse and recycle are effective tools in solid waste management, and are a mandated part of each District's solid waste management plan. With the adoption of the 2019 State Solid Waste Management Plan, educational efforts statewide evolved into a more clearly defined role for solid waste districts to increase the participation in recycling programs. Recycling offices serve the solid waste district by providing most of the educational requirements of the solid waste plan on a local level.

### **OUTREACH PLAN:**

The CFLP Solid Waste Plan prioritizes the five target audiences by needs and identifies district goals for reaching each audience. County programs have the flexibility of reaching those goals in a variety of ways, tailored to their individual situations. Each applicant shall create an outreach plan that clearly defines the activities that will be used to implement the strategies and goals committed to in our solid waste management plan to each target audience in that county. The plan shall describe how each activity will effect a change in behavior resulting in increased recycling and waste reduction, and how each activity will be evaluated to determine if it is achieving the desired outcome.

Target audiences (listed in priority order) and the goals for each:

1. Residents – Programs will increase the visibility of recycling opportunities and of recycling in general. Positive reinforcement of desired behavior is an effective tool in maintaining and increasing participation. Programs will increase and upgrade the use of electronic communications with web sites providing updated information for all locally available recycling and reduction programs and opportunities.
2. Schools and school age youth – Programs will update their programs to meet instructional standards, link classroom education with actual school and residential recycling opportunities, and engage youth through hands-on opportunities like assisting with school recycling and waste reduction programs and with community volunteer opportunities.
3. Institutions and commercial businesses – Programs will improve communication with businesses to engage their assistance in reporting recycling. Programs will include recognition for business recycling efforts, serving as an information source regarding recycling service providers and recycling opportunities, and maintaining relations with local chambers of commerce and other trade associations.
4. Communities - political leaders – Programs will increase involvement with communities and keeping up contact with local officials. Provide support and encouragement to communities that are or may in the future provide recycling opportunities independently of county or District support – publicly recognizing their contribution to meeting the access goals.
5. Industries - manufacturers – programs will support recycling and waste reduction of industries by serving as an information source regarding recycling service providers and recycling opportunities, and giving public recognition to their efforts.

One activity per strategy is the minimum, more are encouraged within funding constraints. Additional activities should focus on the high priority audiences. Activities that do not further the ultimate goal of decreasing waste generation/increasing recycling and reducing open dumping will not be funded by the District.

### **MINIMUM STATE REQUIREMENTS IN OUTREACH PLANS:**

Consistent with the obligations in the district's approved solid waste management plan, each applicant must

include the following core activities:

1. **Web Site** – The applicant shall create and maintain a Web site to provide, at a minimum, basic information about the recycling infrastructure in the county.
2. **Comprehensive Resource Guide** – The applicant shall prepare, regularly update, and make available a compilation of reduction and recycling outlets for specific materials. This guide is intended to be used to provide referrals to interested parties that are looking for alternative management options for specific wastes, information about disposal or recycling of items restricted from landfills and “difficult to manage” materials.
3. **Infrastructure Inventory** – The applicant shall maintain and make available up-to-date information about the basic solid waste disposal, recycling and alternative management infrastructure in the county. This information shall include but is not limited to landfills, transfer stations, curbside recycling programs, drop-off recycling locations, composting facilities, yard waste collection programs, hauler-provided recycling programs, material recovery facilities, and recycling centers.

\*NOTE: #2 and #3 are most often combined into one “recycling guide” for the county. While maintaining this information on the county website is required, a paper copy that is distributed is also required, to ensure that residents without internet access can get the information.
4. **Speaker/Presenter** – The applicant shall either employ or have readily available someone who can function as a speaker or presenter when needed.

#### **ADDITIONAL REQUIREMENTS FROM DISTRICT SOLID WASTE PLAN:**

**The solid waste plan commits Recycling Offices to the following activities to address various waste streams and reduction programs. Each county MUST include all of the following in their 2025 outreach plan:**

- Create at least one workgroup/roundtable session for county business and industry to share market information, promote free waste evaluations and network with colleagues
- Update and make available on websites the internet database of recycling markets for public availability
- **increase** communication with municipalities and townships regarding recycling and **increase** technical assistance in contracting for services
- including local curbside recycling program information on websites
- providing curbside recycling information to local media for inclusion in newspapers
- IF special collection events are part of the outreach plan, partner with local haulers and recyclers, send haulers information about local events and services for haulers to disseminate to their customers
- Promote local recyclers and encourage businesses and communities to use their services
- A brochure or flyer targeted to residents about reducing HHW, safe disposal and using nontoxic alternatives
- At least one newspaper, newsletter or other public article on reducing HHW and using safer alternatives.
- Promotion of composting yard waste, recycling of appliances, electronics and buying recycled



## ALLOWABLE COSTS FOR EDUCATION:

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on district approved solid waste management programs may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on district approved solid waste management programs may only claim vacation, sick and holiday leave in proportion to the hours worked on solid waste management. Employees who work less than 75% on district approved solid waste management programs may not claim vacation, sick and holiday leave.

1. Salary for one Education Specialist to implement the education activities within the county Outreach plan specified in the contract application.

Fringes: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare, Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment. Personal clothing costs are not allowable. Personnel who work less than 100% of their time on solid waste management may only claim fringes in proportion to the hours worked on contract activities.

Equipment Purchase/Lease: Costs associated with the purchase, lease or rent of equipment used directly by and for implementation of the Outreach Plan that costs \$100 or more per unit and may include the cost of shipping from the vendor. Equipment is anything purchased for the applicant that is **non-consumable** (such as booth displays). Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement. **Put the cost of renting buses for school field trips here.** Recycling containers purchased for the purpose of loan to communities, businesses or groups must be marked with the name of the program and include a system for monitoring their return after the event and should be reported under "Equipment" since they are added to your program's inventory.

Education Supplies: Limited to the cost of purchasing supplies necessary to implement the activities in the Outreach Plan and does not include general office supplies which are requested under Program Administration. Personal comfort items are not allowable contract expenses. If food items are to be purchased as a necessary ingredient for an education activity (ex: landfill pies), the invoice must be marked with the name of the activity for which it was purchased.

Where the Office (or county host) receives a telephone bill from a telecommunications company for land lines, cell phones, or email/internet services, the portion of that bill that is directly for the extensions that are used to implement the outreach plan plus long-distance charges may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated.

Advertising and Print/Production: Cost of placing paid advertisements in newspapers, radio, television, on the internet, or other media that are of a general nature. Advertising using District funds must be approved by the District office as to content PRIOR to using the advertisement. **NOTE:** All advertisements using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". When planning to advertise events held by entities other than the Recycling Office, ensure that the entities will allow the funding credit line to be added.

Also includes cost to produce and print promotional materials such as brochures, banners, videos, newsletters, which are directly related to the education activity. This differs from printed promotional materials in that these materials have more textual content than slogans, pictures or logos. All printed material using District funds must be approved by the District office as to content PRIOR to printing. **NOTE:** All materials printed using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". Put the annual cost of web hosting service here. Website content is included in the material that requires pre-approval if district funds are being used to pay for any portion of the website.

Awards/Promotion: Includes costs to promote an activity through displays and awards for a public recognition program, if those activities are in the approved Outreach plan. District funds may not be used for sweepstakes, games of chance, schemes of chance, or raffles. District funds may be used to provide noncash prizes that are of nominal value for contests that are consistent with the goals of the Outreach Plan (e.g., a coloring contest for children) as long as such contests are implemented consistent with federal, state, and local regulations.

Program display at public events - includes rent of exhibit space for a display (including fair booths), and educational display materials (under \$100). If the program has a display at an event that requires paid admission, admission tickets for contract employees (only) manning the display are allowable.

Awards for a public recognition program - include plaques, ribbons, certificates, and other generic items of nominal value that are given to members of a target audience for **accomplishments specifically related to an approved Outreach strategy**.

Promotional items which contain only program name, address, and a slogan (such as pencils, mugs, tote bags) do not require district approval, as there is no content to approve and they do not need a funding credit line. Items containing names of individual employees or elected officials are not allowable but items must contain at least the name of the program or event to distinguish them from personal gifts. Promotional items are limited to nominal-value generic items that further the theme of an educational activity by reminding the recipient of the education message received.

Signs: Cost to produce signage directly related to the education activity.

Workshops: Cost associated with putting on workshops to educate one of the target audiences if the outreach plan includes this as a strategy to increase recycling. Put all costs here regardless of category (ex: mailing registrations, supplies, space rental). All advertising and printing costs associated with putting on a workshop follow the same approval and funding credit line requirements as any other advertising and printing activity. If the workshop includes tours, this would be the correct line item for bus rental. Any purchase of food or drink or incentive items **MUST** be tied to the curriculum being taught, as detailed in the application. For example, teaching zero waste tied to a lunch that produces no waste reinforces the lesson. Giving participants a refillable water bottle instead of handing out single use water bottles reinforces the lesson of waste reduction. All workshops should “walk the talk” and not create waste.

Educational Reimbursements: Cost for substitute teacher pay for teachers who attend educational workshops, or stipends paid to teachers to attend an off-hours educational workshop, all within federal, state and local regulations on taxable income.

## LITTER COLLECTION ACTIVITY

Recycling offices are eligible to apply for funds to clean up illegally disposed solid waste (litter) on public land and along roadways and public easements. Applications that request funds for collecting materials from specific public sites must include a list of the specific sites, a timeline for collection, and the method by which collected materials will be disposed or recycled. Adopt-an-Area Programs are included in this activity. Any activity on private property is prohibited.

### ALLOWABLE COSTS FOR LITTER COLLECTION:

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on district approved solid waste management programs may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on district approved solid waste management programs may only claim vacation, sick and holiday leave in proportion to the hours worked on solid waste management. Employees who work less than 75% on district approved solid waste management programs may not claim vacation, sick and holiday leave.

1. Salary for one Collection Supervisor where collection program is long-term, and the position is full or part time for collection of litter from **public** land. If that individual is also responsible for collecting recyclable material from public drop-off sites or institutional collection sites, split their salary between the two activities based on the percentage of their time spent on each activity. For example, if the employee works one day on recycling and two days on Litter, put one third of their salary in recycling and put two-thirds of their salary here.

Fringes: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare, Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment. Personal clothing costs are not allowable. Personnel who work less than 100% of their time on solid waste management may only claim fringes in proportion to the hours worked on contract activities. If the same person also spends time on institutional collection, split their fringes between the two activities based on the percentage of their time spent on each activity.

Equipment Purchase/Lease: Costs associated with the purchase, lease or rent of equipment used directly in the **cleanup activity** that costs \$100 or more per unit and may include the cost of shipping from the vendor. Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement.

Equipment Maintenance: Costs associated with the maintenance and/or repair of litter collection equipment purchased with district funds in this or previous contract years.

Vehicle Purchase: Includes the purchase of a vehicle, and all associated licensing costs, for litter collection use only. Vehicles purchased solely with District funds **cannot** be considered pool vehicles and **cannot** be used for any purpose other than the approved contract activity (which does include backup for other contract vehicles).

Vehicle Maintenance: Includes maintenance/repair, fuel, and insurance premiums for vehicles used in the approved Litter Collection activity. Where the vehicle was purchased solely with district funds, use of the vehicle for any other purpose than approved contract activity is prohibited. If the purchase of a vehicle was split between the District and the Recycling Office, all ongoing vehicle expenses must also be split in the same proportion as the vehicle is used for approved contract activity with mileage logs maintained to document usage. For vehicles

purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair them throughout the year. Documentation submitted with quarterly reports will be required to identify the vehicle for which expenses are being claimed.

Supplies: Limited to the purchase of consumable items required for litter collection - bags, gloves, bug spray, safety vests and first aid supplies, as well as tarps and straps to cover the truck/trailer bed once materials are collected. Personal comfort items are not allowable contract expenses.

Where the Office (or county host) receives a telephone bill from a telecommunications company for a cell phone used solely by the Litter Collection Supervisor, the portion of that bill that is directly for the extension that is used to implement the litter collection function may be claimed. Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated.

Signs: Costs associated with the purchase or production of safety signs delineating collection along roadways or “Don’t Litter” signs or “Adopt a Road” signs.

Disposal Fees: Costs associated with the legal disposal of collected nonrecyclable material from **public** land. Legal disposal must be documented by detailed invoices for services from licensed solid waste haulers, or municipal solid waste landfills/transfer stations documenting that disposal occurred. When dumpsters are rented for the purpose of holding trash collected from public land for legal disposal, the contractor must show evidence that access is restricted to that use only and the dumpster cannot be not used by other entities for other purposes.

## RECYCLING COLLECTION DRIVE ACTIVITY

The District's Solid Waste Management Plan includes a recycling strategy that relies upon a variety of programs to accomplish the waste reduction goals set by House Bill 592. Currently, items such as freon-containing appliances, tires, and electronics do not have abundant disposal options, however, opportunities are growing. The district plan specifies that financial assistance may be available after all mandatory activities are funded, that is available to local Recycling Offices to supplement the cost of holding collection events where a reasonable cost will be charged to participants and where local recycling opportunities do not exist.

Because the plan states these events will become self sufficient, the narrative must list what recycling opportunities exist in the county for each item to be collected, why those options are not sufficient to meet the needs of the public, how the private recyclers will be included in the collection drive to maximize their participation, expected costs of the event, revenue to be received from participant charges, and the difference that requires assistance from the district. The narrative must further explain how the program will be adjusted in the future to require less district assistance.

### **ALLOWABLE COSTS FOR RECYCLING COLLECTION DRIVES:**

**Equipment:** Cost to rent equipment such as forklifts for collection drives or portable toilets if no other facility is available for use by staff, volunteers and contractors.

**Supplies:** Cost to purchase consumable materials used in the collection drive such as gloves, receipt books. Personal comfort items are not allowable contract expenses.

**Advertising and Print/Production:** Cost of placing paid advertisements in newspapers, radio, television or other media. Advertising using District funds must be approved by the District office as to content PRIOR to using the advertisement. **NOTE:** All advertisements using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". Also includes cost to produce and print promotional materials such as brochures, banners videos, newsletters, which are directly related to the recycling collection drive. This differs from printed promotional materials in that these materials have more textual content than slogans, pictures or logos. All printed material using District funds must be approved by the District office as to content PRIOR to printing. **NOTE:** All materials printed using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District".

**Signs:** Cost to produce signage directly related to the recycling collection drive.

**Handling/Transportation Services:** Limited to the cost of hiring a licensed outside entity to transport tires from the site to a registered tire facility, remove freon from appliances, transport collected materials to a recycling facility, and/or accept collected materials once transported.

## **RESIDENTIAL/PUBLIC INSTITUTION RECYCLING**

### **ELIGIBLE ACTIVITIES:**

Residential Drop-off Programs: Well-located and managed drop-off sites can make recycling more convenient to the public and provide an inexpensive, efficient way of preventing significant volumes of recyclables from entering landfills, especially in less densely populated areas. Drop-off sites are permanent sites with containers to hold recyclables, or sites that host a mobile container on a regular schedule. In order to be considered, the program must collect, at a minimum, the following five materials: corrugated cardboard, newspaper, steel containers, aluminum containers and plastic containers (#1 and #2). Containers at rural sites must have a capacity of at least 6 cubic yards and containers at urban sites must have a capacity of at least 10 cubic yards. In addition, each site must be easily found and accessed by the public. At a minimum, site signage must help the public find the site from the nearest public road, list the materials accepted, and list hours/days of operation for sites that are not full time.

Public Institution Recycling: Programs that establish systems to collect and process materials from public schools and government facilities are eligible to receive district funding. Collecting public institution recyclables does not contribute toward meeting the access goal, however, it achieves the goal of government taking responsibility for recycling the materials it generates.

### **ALLOWABLE COSTS:**

Salary: Programs requesting funds for personnel must demonstrate need through specific tasks to be accomplished. Personnel costs must be documented during the contract year through daily logs showing hours spent directly on these programs. Employees who work 100% of their time on approved contract activity may claim vacation, sick and holiday leave for the period of time in which they are so employed. Employees working at least 75% but less than 100% on contract activity may only claim vacation, sick and holiday leave in proportion to the hours worked on contract activity. Employees working less than 75% on contract activity may not claim vacation, sick or holiday leave.

1. Salary for actual hours worked by one employee to supervise the contract recycling employees, market contract materials, schedule maintenance for equipment used in the contract, and plan collection routes/schedules if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". The time spent supervising other functions will not be paid by the contract.
2. Salary for actual hours worked by employees (permanent or temporary) to collect materials from the drop-off locations, or public institution collection routes, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". The time spent collecting materials from commercial/industrial account or operating a buy-back collection will not be paid by this contract. If a recycling employee also does Litter Collection, split their salary between the two activities based on the percentage of their time spent on each activity.
3. Salary for actual hours worked by employees (permanent or temporary) to unload contract materials from collection vehicles, sort and process materials and ship to an entity for recycling, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". Time spent processing materials from commercial/industrial accounts or buy-back will not be paid by this contract.

Fringes: Fringes covered by district funding are limited to PERS/retirement, FICA/Social Security, Medicare,

Hospitalization (or waiver thereof), Life Insurance, Workers Comp, Unemployment. Personnel who work less than 100% of their time on approved contract activity may only claim fringes in proportion to the hours worked. **Personal clothing costs are not allowable.** If a recycling employee splits their time between this activity and Litter Collection, split their fringes between the two activities based on the percentage split of their time. Do not use this line item when you are using an outside contractor for temporary employees, as you are not the payer of the fringes.

Supplies: Costs that are directly billed to and used by the Contractor for supplies used in the day to day function of the recycling portion of the contract, such as gloves, bags, or small hand tools. Containers purchased for the deskside collection of recyclables in public institutions are an allowable expense here, as their cost per container is less than \$100. Processing supplies such as safety glasses, baling wire, gaylord boxes and drums may be included if these supplies are not being provided under a fixed rate billing in the line item "Collection and Processing Services", to the extent those supplies are used for contract activities. Personal comfort items are not allowable contract expenses. Public funds may not be used to purchase items for employees that are personal in nature or which would not or cannot be returned by the employee to the office.

Where the Office (or county host) receives a telephone bill from a telecommunications company for cell phones used solely by the recycling employees to communicate while implementing the district contract, **the portion of that bill that is directly for the extensions that are used to implement the district contract may be claimed.** Submission of those bills is required with additional documentation to show how the direct charge for a portion of the bill was calculated. Cell phones used by employees who are also performing functions unrelated to the district contract may only claim the cell phone bill in proportion to the hours worked on the district contract.

Equipment Purchase/Lease: Costs associated with the purchase or lease of equipment used directly in the collection or processing of contract materials that costs \$100 or more per unit and may include the cost of shipping between the vendor and the contract agency. Rental of storage containers goes here. Costs for processing equipment are limited to the percentage of purchase or lease directly attributable to materials processed from this contract.

Equipment Maintenance: Costs associated with the operation, maintenance, insurance and repair of equipment used directly in the collection or processing of contract materials that costs \$100 or more per unit. For equipment purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair it throughout the year. **Recycling equipment that is operated on public roadways MUST be maintained to meet, at a minimum, ODOT standards for roadworthiness.**

Examples of collection equipment are trailers or roll-off containers. Processing equipment costs are limited to no more than the percentage of the actual cost of insurance premiums, repair, maintenance, and fuel that is directly attributed to materials processed from this contract, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". Forklifts/bobcats are equipment, and fuel for them goes here. Items purchased to maintain/repair trailers and containers go here.

Requests to replace equipment that had been purchased with CFLP contract funds are only allowable where the application provides documentation that the equipment to be replaced is not functional, repair costs exceed 50% of the cost of replacement, and the applicant will either trade in the equipment to be replaced on the purchase of replacement equipment or dispose of the equipment to be replaced in accordance with the contract agreement.

Postage: Costs to mail materials directly related to the recycling activity.

Vehicle Purchase: Includes the purchase of a vehicle, and all associated licensing costs for residential and/or institutional collection use only. Vehicles purchased solely with District funds **cannot** be considered pool vehicles and **cannot** be used for any purpose other than the approved contract activity (such as hauling or containment of trash or plowing snow).

Vehicle Maintenance: Includes maintenance/repair, fuel, and insurance premiums for vehicles (trucks) used in the approved contract. For vehicles (trucks) used in processing, limited to no more than the percentage of the actual cost of insurance premiums, repair, or maintenance that is directly attributed to materials processed from this contract, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". For vehicles purchased with district funds, it is required that applicants budget sufficient funds to maintain and repair them throughout the year. Documentation submitted with quarterly reports will be required to identify the vehicle for which expenses are being claimed. Insurance on vehicles owned by the contractor or subcontractor is limited to those being used in the current contract year for the district contract. If you lease a vehicle to ship materials to market, request that expense here.

Advertising and Print/Production: Cost of placing paid advertisements to promote the public recycling activity in newspapers, radio, television or other media. Advertising using District funds must be approved by the District office as to content PRIOR to using the advertisement. **NOTE**: All advertisements using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District". Also includes cost to produce and print promotional materials such as brochures, banners videos, newsletters, which are directly related to the contracted recycling activity. This differs from printed promotional materials in that these materials have more textual content than slogans, pictures or logos. All printed material using District funds must be approved by the District office as to content PRIOR to printing. **NOTE**: All materials printed using District contract funds must bear a funding credit line specifically stating "Funding provided by the CFLP Solid Waste District".

Signs: Cost to produce signage directly related to the recycling activity, such as directional or instructional signs at drop-off locations, or signs on the collection containers to identify where each material is to be placed. Legible signage at each drop-off location is required to instruct residents what materials are accepted and which bin to use for each material and funds must be budgeted to maintain signs. **MINIMUM signage: If the container is not clearly visible from the nearest public roadway, there MUST be a directional sign at the public roadway intersection showing people where to turn to find it.**

Site Host Stipend: Limited to not more than \$500 annually paid to an entity that hosts a public recycling drop-off site **under written agreement with the county**. The stipend offsets costs borne by the entity in relation to hosting the public site, such as snow removal, safety/security lighting and/or surveillance, paving and/or fencing. **Copies of the current written agreements must be submitted with the application for funding. No district funds may be used directly by counties or subcontractors to improve drop-off sites.**



Disposal of Contaminants: Limited to the actual cost of legal disposal of non-recyclable material removed from recycling drop-off sites, if these services are not being provided under a fixed rate billing in the line item "Collection and Processing Services". Legal disposal is limited to delivery to a licensed municipal solid waste landfill or transfer facility by a licensed solid waste hauler, and is documented by detailed invoices or receipts. When dumpsters are rented for the purpose of holding contaminants for legal disposal, the contractor must show evidence that access is restricted to that use only and the dumpster cannot be not used by other entities for other purposes unless at least one annual weight study is conducted to verify that the percentage of the dumpster rental and disposal cost being claimed is actually due to contract activity.

Collection and Processing Services: Limited to the cost billed by a recycling service provider at a fixed rate per unit of service or ton, to collect materials from drop-off and/or institutional locations, unload the collected materials from the collection vehicles, remove contaminants, process and market the materials for recycling. Use of this line item replaces reimbursement for direct costs of providing the recycling service. It is allowable to contract out a portion of either residential or institutional service while continuing to service the remaining portion in-house, however both the application and quarterly reports must specifically delineate individual locations and how they will be serviced.

This line item is to be used when the county has chosen the service provider by competitive bid. Bid specifications must be approved by the district as conforming to the approved solid waste plan and requests for bids must be advertised and a proposal accepted prior to the submittal of the application (in order to apply for the correct amount of money). The rate charged cannot exceed the market rate for these services determined by a survey of similar services provided in the service area. The market rate survey must be conducted by the district as statistically valid and reliable prior to the application being submitted, so this line item may not be added after contract initiation.

**COSHOCTON-FAIRFIELD-LICKING-PERRY  
SOLID WASTE DISTRICT  
CONTRACT PROGRAM**

**APPLICATION FORM**

---

---

**SECTION 1: APPLICANT INFORMATION**

APPLICANT NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

---

SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACT AGREEMENT

**Signature acknowledges that applicant authorizes the District to conduct whatever research and review it feels necessary to determine that applicant poses minimal financial risk in awarding a contract.**

---

---

**SECTION II: CONTRACT SUMMARY**

TYPE OF ORGANIZATION: Local Government

TYPE OF CONTRACT REQUESTED: RESIDENTIAL/PUBLIC INSTITUTION RECYCLING - OUTREACH

TOTAL CONTRACT FUNDS REQUESTED: \$ \_\_\_\_\_

---

---

**SECTION III APPLICATION CHECKLIST**

To ensure that your application receives full consideration without unnecessary delay, please complete this list to be sure that all required information is included with your application.

- One original application on recycled paper, stapled once and without a report cover?
- All required information is included in the appropriate spaces?
- Budget page and program description have been completed for each activity proposed?
- Required local match meets Contract requirements and guidelines?
- Letter from applicant confirming required local match has been budgeted?
- Applicant meets all eligibility criteria as established in the application handbook?
- Vendor quotes are included for any equipment requested?
- Documentation of support from county commissioners to apply for funding is attached?

#### **SECTION IV: PROGRAM DESCRIPTION:**

Use the individual narrative files to create a narrative by answering ALL questions for each section of the contract. Be specific and detailed. Be sure that each item for which money is requested is explained within the narrative.

- ◆ The more details you give about each activity and budget line item, the fewer questions there will be about the funding needs. However, some costs have been constant for many years and do not require a long narrative every year. **Concentrate on describing the new or modified costs/activities.**
- ◆ Activities must correlate to achieving a strategy to reach one or more target audiences in order to receive funding. **Do not ask for funds for an activity that is not in your Outreach Plan.**

Use the Budget Attachment to create the detailed budget for this program, matching the dollars requested to the narrative. Filling in the detailed budget in Excel will automatically populate the Contract Budget Form.

The completed application will include:

- Cover page
- Narrative pages for each activity requested
- Budget page for each activity requested
- Summary budget page
- 2023 Outreach Plan
- Residential Location spreadsheet filled in with capacity and signage information for each site
- Letter of support from county commissioners

### **Instructions for completing the 2025 Outreach Narrative:**

Each county has been given an Excel spreadsheet with the 2024 programs that were committed to in the contract. This serves as your base for creating the 2025 County Outreach Plan. Use the following pages to create a narrative that covers all five target audiences and all commitments in the solid waste plan. For **each** Commitment on the following pages, address the following:

1. What activities will be continued from 2024? If discontinuing a program, please explain what the program was and why you do not consider it successful.
2. What NEW activities will you implement to address each commitment?

**The commitments in the new solid waste plan are already in your outreach plan. DO NOT DELETE THEM. Add to them.**

ONCE YOU HAVE CREATED THE NARRATIVE, UPDATE THE EXCEL SPREADSHEET LABELED "OUTREACH PLAN" FOR 2025.

## **RESIDENTS**

This is the broadest category and top priority, encompassing activities that are designed to reach a large number of residents regardless of where they live or work. This is where fairs and festivals go, even if they are a community festival.

### **Maximize visibility of recycling opportunities**

We will promote local recycling opportunities and local recyclers with all outreach methods through social media posts, website changes, flyers, in person customers, phone calls, television programs and radio programs. Flyers with information on disposal methods for HHW, accepted materials and the Fairfield County Recycling Resource Guide will be available for displays, outside flyer holder and walk in customers. Information for residents is available by internet, phone, display events and at the recycling center.

Recycling displays will be made available throughout various events, fairs and festivals throughout the year. We reserve display areas for Festival Fair Day, Millersport Sweet Corn Festival (\$275.00) and Fairfield County Fair (\$275.00). These displays distribute brochures, contain recycling visuals and are staffed throughout the event.

Presentations, social media and events will incorporate education on illegal dumping at recycling drop off sites. We will continue to partner with health and sheriff departments to educate residents on proper tire disposal.

Success of the program is determined by the amount of outreach methods used, flyers distributed, followers on social media, walk-ins, call-in customers and contacts on our website. In addition, success of the program will be measured by participation throughout outreach events.

### **Reinforce recycling the right materials**

Displays and presentations will enforce the recycle right message and discuss how contaminations damages recycling programs. Information will be made available by presentations, displays, brochures, social media, radio interviews, etc. Raffle drawings for recycled content item will promote waste reduction at certain display events. Results of the contest will be posted on social media. Signage on recycling receptacles will be updated with clear visuals of accepted material and recycling center's contact information. Information on curbside recycling will be made available at all events. Success of the program will be determined by the population of residents requiring about disposal of difficult waste (such as HHW) and recycling, and the amount of flyers and social media posts discussing HHW, recycling contamination, and accepted materials.

### **Create outreach for under-represented populations**

Attending various fairs, festivals, parades, display events, presentations and workshop opportunities provides a way to reach the public from various backgrounds. Offering recycling

collection drives, such as tire, electronic and shredding, at low to no cost allows for recycling to be affordable for all populations. Success is measured by the number of; walk-in customers, phone calls, contacts on our website/social media, flyers distributed and direct contacts at events.

### **SCHOOLS/YOUTH**

This target audience is youth whether in schools, summer programs or clubs, or things like scouts.

#### **Provide activities to meet instructional standards for students**

Classroom presentations are conducted through request by Fairfield County teachers in all grade levels. Presentations include lessons that meet instructional standards. Some of the activities are from the Window on Waste Curriculum, Project Wild, Growing Up Wild, Project Wet, Project Learning Tree and other environmental curriculum that's available. The Environmental Specialist and Program Director attend training yearly to learn about new materials and activities available that meet instructional standards through OALPRP (\$100.00), EECO (\$70.00) and other opportunities. Annually, the education program will update programs to meet Ohio Department of Education's Standards. In addition to classroom presentations, the recycling center offers tours of the facility following a presentation. Students receive recycling information and various promotional items made from recycled content to encourage buying recycled content materials and serves as a reference to the recycling center.

All Third Grade classrooms in Fairfield County are invited to participate in our Third Grade Billboard Contest. To participate, classrooms must sign up with the Recycling Center and receive a presentation that follows Ohio Department of Education's standards. Students are encouraged to recycle at school and at home. Information on how to get their school and home involved with recycling is left with every class. At the end of presentations, students are asked to create an advertisement on paper that could potentially be used on a billboard to encourage residents to reduce, reuse or recycle. Students will also receive information on recycling, recycling bracelet (\$875.00) car litter bag (will use leftovers from previous years), recycling stickers (\$140), and recycled pencil (\$650.00) to encourage the purchase of recycled content materials and to prevent litter from vehicles. Teachers in each school will select first, second and third place entries from their school and will submit to our program for countywide judging. The first place countywide winner will be reproduced into a commercial billboard and displayed at a major intersection for the month of April and serve as our Earth Day advertising. Students at each school that placed as 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> will receive a ribbon and the top 3 county wide winners will receive a rosette ribbon (\$100.00) with additional recycling prizes (\$250.00).

Various presentations occur during the summer at multiple camps throughout the county for multiple grade levels. Planet Protectors Camp (grade 2-4) and Jr. Eco Camp (grade 5-7), Earth Camp (grade 3-5), Fairfield County Workforce Center Camp (grade 6-9) and Alley Park Camps (grade K-7) are camps attended yearly. Each camp focuses on environmental and sustainable topics and occur in Fairfield County. Students learn about waste diversion through reducing, reusing, recycling, and composting. Depending on the camp, students will be given a t-shirt

(\$1,200.00), water bottle (\$800.00), pencils (\$300.00) and coloring book (\$500.00) with soy crayons (\$300.00) made from recycled materials.

During the month of April, we will offer educational packets filled with age-appropriate information and activities on reducing, reusing, recycling, landfills, etc. This is in line of celebrating Earth Day. Information and activities reinforces environmental and sustainable topics they have learned in previous grades. Recipients will be encouraged to recycle and cleanup litter at home. Packets will be handed out to youth throughout Fairfield County at fairs, festivals, lunch programs, libraries, recycling center, etc.

Success of the programs will be measured by the number of schools and classrooms receiving presentations/recycling and the amount of youth outreach by presentations, educational packets, events, etc.

### **Link classroom education with actual recycling**

Monthly volunteer opportunities are offered for older youth students. Students assist with preparing educational packets, crafts, etc. Volunteer opportunities for students can occur at the recycling center, in school or at public libraries. Students will directly work the Environmental Education Specialist and will be encourage to explore the environmental work field while volunteering.

Classroom presentations (if time allows) will consist of a STEM recycling activity (\$300.00) following the presentation. STEM activities will focus on recycling, reusing, reducing, and pollution. Activities will follow Ohio Department of Education's Learning Standards. In addition to classroom presentations, the Third Grade Recycling Billboard Contest and summer camps will provide similar programing. To improve access to recycling in schools, the recycling center will be offering reusable recycling bins (CFLP match \$2,500.00, Grant funding \$10,000.00) to replace cardboard recycling bins found in most classrooms. We will be seeking additional funding to offer this program. Many schools have addressed their concerns about classroom recycling bins in the past, stating it is a need for their classroom but lack access to them. This creates a bridge to help gather more recyclable material in the classroom and encourages recycling with students and staff.

### **Provide technical assistance in setting up school recycling programs**

Current school recycling weights that made available to the Environmental Educator will be submitted to school's administration yearly. This will serve as part of a check in about the schools recycling program to see how they can improve or how we can assist their recycling program. Schools can request recycling bins for their schools to improve material collection with staff and students. In addition, classroom recycling bin flyers will be handed to staff discussing recycling right in the classroom and common contamination. Success of the new recycling bin program will be measured by the number of recycling bins in classrooms and increase in recyclable collected since receiving recycling bins.

We will assist schools with recycling programs such as PepsiCo-Recycle Rally to encourage recycling. PepsiCo Recycle Rally is a recycling program for K-12 schools. The program is designed to encourage students to recycle or improve school recycling programs. Based on weight of plastic bottles and aluminum cans, students can earn prizes for their school, such as recycling bins. The program was successful in the past with a local school that tracked their recycling with PepsiCo. By the school tracking their recycling, they were encouraged and made changes to improve their recycling program. In addition to PepsiCo- Recycle Rally, we will assist organizations with recycling programs such as Bottle Caps for Benches Program. We will help gather material for these programs to further support the mission of recycling.

Success of the programs will be determined by the increase of recyclables collected and participation among schools.

### **COMMERCIAL BUSINESSES**

This target audience is the business sector that includes retail, wholesale, services, food establishments, auto, churches, school systems, construction, large scale agriculture, and entertainment.

#### **Maximize communication and highlight successes**

A bi-annual business and industry newsletter will be e-mailed to contacts. Newsletter will contain information on recycling and will feature local businesses or organizations that practice sustainability. Newsletters will contain education for materials that are difficult to dispose of. We will continue to work closely with the county's sheriff and health departments to promote disposal of HHW, tires, etc. The newsletter will be shared on social media and updated on the website.

We will provide information on waste audits and presentations on our website; provide information at display and special events and on brochures/flyers. Waste audit participation rates have been very low historically and it is our mission to increase communication about recycling services by directly contacting companies by email at least twice a year.

We will participate in the Fairfield County Chamber Dinner. A display will be staffed and have flyers with information on recycling opportunities, upcoming events and will have promotional recycled items (\$500.00). A Business Card Drop Raffle for entry for a recycled content item will be included (\$50.00). Our emailing listing will be updated from the business cards collected during the raffle.

Success of the program will be measured by the number of; businesses requesting waste audits, presentations, businesses who implement a waste reduction program and number of businesses requesting information on starting a recycling program.

#### **Provide information on recycling service providers and opportunities**



Our program staff will conduct waste evaluations (audits). Their waste stream will be evaluated for items that can be recycled locally. They will be given a Fairfield County Recycles Guide to identify sources for items that can be recycled or re-used. They will be encouraged to reduce their waste by recycling and exchanging materials with other industries or businesses that can use the item. We will assist businesses and industries with getting an Ohio Material Marketplace account.

Information on waste evaluations, starting a recycling business, etc. is made available on our website and is posted throughout the year on social media. Our goal is to assist 25 businesses a year with recycling services through phone calls, walk-ins, emails and events. Success will be measured base on how many businesses are able to divert material by recycling.

### **Maintain relationship with trade associations**

We will participate in the Annual Chamber Dinner with a display and distribution of flyers and drawing for a recycled content product (basket, vase, etc.). Additionally, we will distribute incentive items made for recycled materials to promote the purchase of recycled products (ex: recycled notepad (\$500). Approximately 200+ participates attend this event from various businesses in the county.

## **POLITICAL LEADERS**

This target audience is the administrators of communities - mayors, city councils, township trustees. It targets getting communities to support and participate in recycling efforts. It is NOT activities that target the residents of the communities.

### **Provide technical support and encouragement to community efforts**

Townships, communities and villages will be contacted twice a year to be updated with recycling data in their area, events, etc. We will partner with townships, local recyclers and haulers to participate in and/or promote special collection events for communities such as HHW & electronics collections, etc. We will also submit an article to local news publications and request them to publish. We will offer assistance with their cleanups by providing bags, gloves, grabbers and vests. Special recycling containers will be made available to be loaned at events as well.

We will participate in multiple events with multiple townships and in Lancaster. Haulers and recyclers will be provided with information on events by email and asked to help promote or participate in the events. In addition, we will outreach townships and municipalities offering services. The number of communities will vary yearly, but we will provide serves to interested groups if funding is available.

### **Participation in community events to promote recycling**

We will participate in multiple events with a display containing information on recycling. Events that the recycling center are attending will be promoted on social media and the website. We plan to have our program display at the Chamber of Commerce, Festival Fair Day, Millersport Sweet Corn Festival (\$300), Fairfield County (\$320), and any other events that we are invited to in efforts to expand our education/outreach opportunities throughout the year.

Recognition to communities offering recycling opportunities or doing litter cleanups will be published on social media and in our bi-annual newsletter. Success will be measured by the number of; participants in collection events, number of townships, communities and villages impacted and number of people visiting our display.

### **INDUSTRY - MANUFACTURERS**

This target audience is the companies in your county that manufacture items. They can be large or small. Their waste is usually different than other generators because a large portion will be process waste that is predominantly a few items.

#### **Provide information on recycling opportunities to all industries**

We will participate in the Fairfield County Chamber Dinner event with a display and distribute flyers on recycling opportunities and upcoming events. A drawing of a recycled content item will be held to collect business cards for our emailing list. We will use the list to keep industries updated with current newsletter, events and recycling opportunities. We will feature industries that start a new recycling program or show outstanding recycling efforts in the county in our e-mails to industries. The newsletter will be sent twice a year. Newsletters will promote free waste evaluations and recycling assistance.

#### **Provide technical support in implementing a recycling program**

Two business and industry roundtables will be held virtually throughout the year. The roundtable is tailored to county manufactures and businesses and encourages networking with waste disposal. Information and assistance on setting up an Ohio Material Marketplace will be offered. Free waste evaluations will be advertised during the roundtable in addition to newsletters and social media posts. Waste evaluations have been fairly low historically and we hope to improve communication about the yearly service that can start or expand their recycling program. Success is measured by the amount of participants attending the roundtable and the number of industries starting a recycling business.

#### **Maximize communication with industries**

We will attend display events such as the Chamber Dinner to further increase communications with industries. We will continue to partner with local industries to support the mission of recycling or to assist with their program. Industries who are enrolled in LFCAA recycling

program will receive their company's recycling yearly statistics. Visits, phone calls, and emails with information on recycling and/or the newsletter will occur at least twice a year for industries who have started a recycling program or requests assistance. Success will be measured by the number of industries recruited to participate in waste evaluations, roundtables, and new/expanding recycling programs.

## RECYCLING NARRATIVE

Expand this to however many pages it takes to fully address each question.

1. Changes to the residential collection locations to be covered under this contract. Specific physical addresses are required. Use Excel spreadsheet showing current locations and update it. If new locations are not required to meet access but are planned, explain why an additional site is needed.
  - 1761 E. Main Street, Lancaster, Ohio 43130
  - 151 E. Hubert Ave, Lancaster, Ohio 43130
  - 2095 W. Fair Ave., Lancaster, Ohio 43130
  - 951 Liberty Dr., Lancaster, Ohio 43130
  - 1570 Granville Pike, Lancaster, Ohio 43130
  - 324 Gay St., Lancaster, Ohio 43130
  - 12933 Stonecreek Dr. N. W., Pickerington, Ohio 43147
  - 417 N. Center St., Lancaster, Ohio 43147
  - 8475 Benadum Rd. N. W., Canal Winchester, Ohio 43110
  - Halderman and Kirby Streets, Amanda, Ohio 43102
  - 500 Washington St., Baltimore, Ohio 43105
  - 7698 Oberlin Court, Lancaster, Ohio 43130
  - 127 S. Mulberry St. Bremen, Ohio 43107
  - 9101 Chillicothe Lancaster Rd., Amanda, Ohio 43102
  - 3245 Havensport Rd. N.W., Carroll, Ohio 43112
  - 2784 N. Columbus St. Lancaster, Ohio 43130
  - 3005 Lancaster Thornville Rd. N.E., Lancaster, Ohio 43130
  - 8885 Pleasantville Rd. N.E., Thornville, Ohio 43076
  - 3150 Market St., Rushville, Ohio 43150
  - Main St., Stoutsville – Village Garage
  - 600 N. Elm St., Sugar Grove, Ohio 43155
  - 11420 Millersport Rd. N.E., Millersport, Ohio 43046
  - 106 East Columbus St. Pleasantville, Ohio 43148

Current collection locations meet access plan numbers but we continue to look for additional locations in areas with high populations. Ideally we would like to add 2 more locations for a total of 25 sites.

2. Equipment to be purchased - include vendor quotes, explain why it is needed to implement this contract.

Additional dumpsters are needed to be added into inventory for the increased numbers of drop off bins at locations and institutions. We saw an increase at the end of 2023 and 2024 of schools and government offices wanting to start recycling programs or to expand the program that they currently had in place. Quotes included.

3. Evaluation plan - How weight collected will be measured and documented, how the program will be evaluated for efficiency and attainment of waste diversion goals.

Material is either collected by drivers on a route or brought to the MRF by residents. Weights are estimated or weighed on a scale upon collected as required. Route drivers either weigh or estimate each material collected in every dumpster, roll off or packer truck when they are unloaded. Weight slips are filled out and logged by the clerk for reporting. Materials are baled and each bale is weighed on a yearly certified floor scale before being loaded onto trailers for shipping. Weights are logged by the clerk who prepares the bill of lading for shipping. These weights are actual and are used for yearly totals. Increases in weights shipped are used to evaluate waste diversion.

Surveys will be conducted at select drop-off sites. We will also have a survey available on our website that will be advertised to residents, industries, schools and municipalities in our bi-annual newsletter and social media.

4. Sharing information with townships - Each county is required to distribute tonnage information to each township that hosts a recycling drop-off location by March for the previous year's collection. Presentation of the information can be in person or by letter.

We will provide tonnage information and any pertinent information to each township that hosts a recycling drop-off by March of 2025 for 2024 at least one time per year as required.

5. Narrative explaining institutional recycling program - list of facilities participating, types of material collected. **Describe the training to be provided to employees of those agencies to ensure participants understand what materials to put in the bins.**

We have information on the website that explains how schools and government offices can become involved in recycling. Our business/industry newsletter includes a statement on how schools and government offices can contact our program to start recycling. The newsletter is distributed via e-mail and also available on our website. We conduct waste audits for schools, government offices, businesses and industries upon request. During waste audits, we share how they can become involved in recycling at their facilities. We will continue these activities in 2025.

We currently have 66 institutional participants on the institutional collection route as listed below:

- o Agriculture Bldg.
- o Amanda Elementary
- o Amanda-Clearcreek MS/HS
- o Berne Union
- o Bloom Carroll Elementary
- o Bloom Carroll MS/HS
- o Bloom Carroll Primary
- o Board of Elections
- o Bremen Elementary
- o Carroll Municipal Bldg.
- o City Hall & Fairfield Juvenile Ct. - E. Chestnut
- o Courthouse by PNC (Municipal Ct. 136 W. Main)
- o Courthouse-224 E. Main
- o Engine House #1
- o Engine House #2
- o Engine House #3
- o Fairfield Career Center
- o Fairfield Co Municipal Court, Clerk of Courts (101 E. Main)
- o Fairfield Co Title Office-Lancaster
- o Fairfield Co. Board of DD- Services & Support (230 N. Columbus St.)
- o Fairfield Co. Board of DD-Admin Lancaster (795 College Ave.)
- o Fairfield Co. Board of DD-Art & Clay
- o Fairfield Co. Board of Education
- o Fairfield Co. Dog Shelter
- o Fairfield Co. Parks and Rec.
- o Fairfield Co. Records
- o Fairfield Co. Sheriff Office
- o Fairfield Co. Title Office-Pickerington
- o Fairfield Commissioners Office (108 N. High St.)
- o Fairfield County Board of DD-Pickerington
- o Fairfield County District Library- NW Branch
- o Fairfield County District Library-Main
- o Fairfield County Health Dept.
- o Fairfield County Utilities-Lockville

- Fairfield Union Bus Garage
- Fairfield Union HS/MS
- Forest Rose Elementary
- General Sherman Jr. High
- Gorsuch West Elementary
- Tarhe Preschool
- Job & Family Svc
- Lancaster City Water Pollution Department
- Lancaster Gas
- Lancaster High School
- Lancaster Parks & Recreation
- Mount Pleasant Elementary
- ODOT
- Ohio Highway Patrol
- OUL
- Pickerington HS
- Pleasant Twp. Fire Dept.
- Pleasantville Jr. High
- Ridgeview Jr. High
- Rushville Middle
- Sanderson Head Start
- Stanberry High School
- Sugar Grove Municipal
- Sycamore Creek Elementary
- Tallmadge Elementary
- Tarhe Trails Elementary
- Thomas Ewing Middle School
- Toll Gate Elementary
- USDA-Pickerington
- Violet Elementary School
- Violet Twp. Administration
- Violet Twp. Fire Dept. - Station 592

**SECTION VI: MATERIALS TO BE COLLECTED:** (check all that apply):

- |                                     |  |                                     |                               |
|-------------------------------------|--|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Aluminum cans                            | <input type="checkbox"/>            | Plastic #1 PETE               |
| <input checked="" type="checkbox"/> | Aluminum scrap                           | <input type="checkbox"/>            | Plastic #2 HDPE               |
| <input checked="" type="checkbox"/> | Bimetal cans                             | <input type="checkbox"/>            | Plastic #3-7                  |
| <input checked="" type="checkbox"/> | Steel cans                               | <input type="checkbox"/>            | Glass (at select locations)   |
| <input checked="" type="checkbox"/> | Newspaper                                | <input type="checkbox"/>            | Office Paper                  |
| <input checked="" type="checkbox"/> | Cardboard                                | <input type="checkbox"/>            | Yard Waste                    |
| <input checked="" type="checkbox"/> | Tires (only as dumped at drop off sites) | <input checked="" type="checkbox"/> | Other (please specify what)** |

\*\*Additional metals through buyback lane along with batteries and lightbulbs.

Prosecutor's Approval Page

Resolution No.

A resolution to enter into a contract between Fairfield County and the Lancaster-Fairfield Community Action Agency for Recycling and Education Services for 2025.

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 12/23/2024 3:35:55 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2025-01.07.00

A resolution to enter into a contract between Fairfield County and the Lancaster-Fairfield Community Action Agency for Recycling and Education Services for 2025.

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



**A resolution authorizing the approval of the Mortgage on a Program Year 2023, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Genna Miller**

**WHEREAS**, Fairfield County holds certain mortgage liens pursuant to award of the CHIP program funds including but not limited to housing rehabilitation, and

**WHEREAS**, Lancaster-Fairfield Community Action Agency (hereinafter Community Action) is the CHIP Program Administrator for Fairfield County; and,

**WHEREAS**, Genna Miller has received a CHIP loan for Rehab Construction from Community Action for their property located at 13131 Rosewood Rd, Thornville, Ohio 43076

**WHEREAS**, Lancaster-Fairfield Community Action Agency has prepared the Mortgage Document for approval in accordance with regulations governing the CHIP Program.

---

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PROSECUTOR, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1:** that the Fairfield County Prosecutor is hereby authorized to approve said Mortgage.

**SECTION 2:** that the County Prosecutor approves the execution of the said mortgage for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

Prepared by: Lancaster-Fairfield Community Action Agency, Housing Department

## PRIVATE HOMEOWNERS REHABILITATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT GENNA MILLER, THE MORTGAGOR(S) IN CONSIDERATION OF Fifty-Three Thousand Nine Hundred Eighty Dollars and 00/100 (\$53,980), paid to them by the Mortgagee, Fairfield County do hereby Grant, Bargain, Sell and Convey unto the Lender, its successors and assigns, the following premises commonly known as 13131 Rosewood Rd, Thornville, Ohio 43076, and legally described, to wit:

Situated in the State of Ohio, County of Fairfield, and in the Township of Walnut:

Being Lot Numbers 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, and 3466, of Fairfield Beach Addition, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, pages 1 and 2, Recorder's Office, Fairfield County, Ohio.

Please see EXHIBIT A for detailed Legal Description.

Parcel No. 0461101300

TOGETHER with all and singular the buildings, structures and improvements now upon or which may hereafter be put upon the above described premises or any part thereof and all easements, rights of way, licenses and privileges and all singular tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said premises and property or any part thereof, and all the estate, title and interest whatsoever of the said Mortgagors of and to the above described premises; all such properties hereby granted, bargained, sold and conveyed being hereafter sometimes referred to as the "premises". TO HAVE AND TO HOLD the said premises unto the said Mortgagee, its successors and assigns, forever. And the said Mortgagors for themselves, their heirs, administrators, and executors, do hereby covenant with the said Mortgagee, its successors and assigns, that they are true and lawful owners of said premises and have full power to convey the same and that the same are free and clear of all encumbrances whatsoever. except a mortgage securing the Property executed in favor of National City Bank of Indiana, and taxes and assessments not yet overdue and further that the Mortgagor does warrant and will defend the Mortgage against all lawful claims and demands whatsoever, except those herein above set forth.

And the Mortgagors further covenant and agree with Mortgagee as follows:

**First:** To honor the conditions of the Promissory Note in the amount of Fifty-Three Thousand Nine Hundred Eighty Dollars and 00/100 (\$53,980), payable in accordance with the terms of said note and agreement which document contains a FIVE (5) year repayment schedule.

**Second:** To pay or cause to be paid all taxes, assessments and other charges which are now or may hereafter be levied, charged, or assessed upon said premises hereinabove described, when due and payable, according to law, as well as all other claims which if unpaid, might by law become a lien or charge upon the premises herein described; PROVIDED, however, Mortgagors shall not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall be currently contested in good faith by the appropriate proceedings and

they shall have deposited with Mortgagee funds sufficient to pay any such contested tax assessments, charge, levy or claim if same shall finally be found to be owing by the Mortgagors. Mortgagee shall have the right to pay any assessments or taxes appearing on regular or amount or amounts so paid then be added to the principal debt herein, and bear interest at the rate of zero (0) percent per annum from the date of such payment and be secured by this mortgage the same as said principal and interest thereon.

**Third:** To keep or cause to be kept all buildings on the premises and every part and parcel thereof in good condition and repair and will cause to be made all necessary repairs, renewals and replacements so that the value and efficiency generally of the property mortgaged shall not be impaired except through depreciation in the ordinary use of the premises.

**Fourth:** To keep the buildings and improvements upon the premise hereinabove described **insured** against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in Fairfield County, Ohio in reasonable amounts in companies approved by Mortgagee with mortgage clauses in said policies acceptable to and approved by the Mortgagee and to pay the premiums therefore and deliver said polices to the Mortgagee as so requested.

**Fifth:** To comply with all statutes, ordinances, regulations and rules which may be established by any legally constituted public authority with respect to the use, maintenance and care of the property which is subject to this mortgage.

**Sixth:** Not to change the ownership of the premises described herein without prior written consent of the Mortgagee. Property owner agrees for a period of FIVE (5) years to maintain the property as their principal place of residence and will not rent or temporarily sublease this unit and will not convert the property to any other use.

**Seventh:** That each and every covenant, agreement and obligation hereinabove contained on Mortgagor's part to be done, kept and performed by the heirs, administrators, executors and assigns of the Mortgagors, and further that each and every right and privilege of and to Mortgagee hereunder shall insure to, benefit and be enforceable by its successors and assigns.

**Eighth:** That in the event of default in the payment of any installment of principal or interest on said note when called for by said note, or in the event of default of performance of any of the covenants contained in this mortgage to be performed by Mortgagors herein, the holder of said note may, at its option, without notice declare the principal of said note and interest accrued hereon to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or by proceedings to foreclose this mortgage and in any such event, the Mortgagee shall at once become and be entitled to the possession, use and enjoyment of the property hereinabove described, and to the rents, issues, royalties and profits thereof, and such possession and enjoyment shall at once be delivered and surrendered to the Mortgagee on request, and upon refusal, the said delivery may be enforced by the Mortgagee by any civil suits or proceedings and the Mortgagee shall be entitled to a receiver of and for said premises and the rents, issues, royalties and profits thereof as a matter of right without regard to the solvency or insolvency of the Mortgagors or the value thereof; and such receiver may be appointed by any Court of competent jurisdiction upon ex-parte application and without notice, which is hereby expressly waived, and all rents, issues, royalties, profits, income and revenue shall be applied by said receiver according to law and the orders of said Courts.

PROVIDED, NEVERTHELESS, that if Mortgagors shall fully perform all of the covenants to be performed by Mortgagor(s) herein, and shall pay or cause to be paid all sums secured in the Mortgage according to the tenor and effect thereof or according to the tenor and effect of any note given by way of renewal or extension thereof, to the order of FAIRFIELD COUNTY, OHIO, then these presents to be void, otherwise to remain in full force and effect. In the event of the death of Mortgagor Owner/Occupant (s) during said FIVE (5) year period, if said property is transferred to a member of his or her family such person(s) may assume the obligations herein as long as he or she occupies the said property. Otherwise, remaining balance is due and payable.

**TERMS OF THE LOAN:**

Deferred Forgivable - (\$53,980). The deferred forgivable amount shall be 100% of the total rehab amount, and is reduced by 20% per year for five (5) years at 0% interest. After the five (5) year period, 100% of the loan is totally forgiven. In the event the Mortgagor(s) sell the property, transfer the title, refinance, subordinate the real property, or

violate any element of the Terms and Conditions, Affidavit, Promissory Note, or this Mortgage Note during the 5-year period, then the remaining amount is paid back on a prorated basis. The five-year period shall begin upon execution of this Mortgage.

Where required by this contest, words in singular number shall be construed as plural and words in plural as singular, and the use of gender shall include all genders.

IN WITNESS WHEREOF, the said mortgagors, whether seized in fee, or of dower, the latter of whom hereby intending to release all their right and expectancy of dower in said premises have hereunto set their hands this 9<sup>th</sup> day of December, 2024.

**SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**MORTGAGOR – GENNA MILLER**

**STATE OF OHIO}  
COUNTY OF FAIRFIELD}SS**

**Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named GENNA MILLER mortgagor, owner-occupant(s) who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.**

**In Testimony Whereof, I have hereunto set my hand and seal this 9<sup>th</sup> day of December, 2024.**

(Seal)

\_\_\_\_\_  
**Notary Public**

**Prepared by: Lancaster-Fairfield Community Action Agency Fairfield County, Ohio**

Prosecutor's Approval Page

Resolution No.

CHIP Mortgage Lien for Genna Miller

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 12/10/2024 2:28:44 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Resolution No. 2025-01.07.pp

CHIP Mortgage Lien for Genna Miller

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**THIS PAGE  
INTENTIONALLY  
LEFT BLANK**



**THIS PAGE  
INTENTIONALLY  
LEFT BLANK**

