

**Regular Meeting #6 - 2025**  
**Fairfield County Commissioners' Office**  
**February 11, 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; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Steven Darnell; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Chief Deputy Treasurer, Michael Kaper; Interim RPC Director, Holly Mattei; FCFC Director, Tiffany Wilson; JFS Deputy Director, Heather O'Keefe; Economic Development Specialist, Vince Carpico; and Sheriff Deputies, Romine and Neal. Also in attendance: Isaac Berry, Sherry Pymmer, Scott Barr, Melissa Connor, Robert Slater II, Keith Conroy, and Savannah Allen.

Virtual attendees: Jeanie Wears, Joe Ebel, Park Russell, Baylie Blevins, Barb Martin, Jane Harf, Beth Cottrell, Deborah, Lori Hawk, Lisa, Greg Forquer, Nicole Schultz, Shannon, Abby King, Alisha Hoffman, Jeff Barron, Jessica Murphy, Zach, Colleen Cook, Tony Howard, Ashley Arter, Lynette Barnhart, Shelby Hunt, Marcy Fields, Jerry Starner, Britney Lee, Andy Boystel, Jennifer Morgan, and Jim Bahnsen.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance.

**Listen and Learn, Hicks Partners**

Keith Conroy, a Vice President with Hicks Partners, ("Hicks") spoke about the county funded grant writing program for townships, municipalities, villages and county agencies. Hicks is a government relations firm that does grant writing nationally. He introduced the Hicks team. (The PowerPoint presentation is available in the minutes, which contain the names of the team members.) Mr. Conroy continued by stating that a grant portal was created for Fairfield County; and emails are supplied which highlight available grants opportunities. Hicks has facilitated submission of 30 grants on behalf of Fairfield County entities in 2024; and county entities have been awarded over \$3 million over the last three years.

Commissioner Davis asked for clarification regarding the grants awarded and grants submitted.

Mr. Conroy stated that there has been an interest in body camera grants and spoke about other grants that were applied for such as the Bicentennial Grant for the Village of Baltimore. Liberty Township had an inoperative tornado siren, and Hicks helped obtain a grant for repairing and replacing the siren. He added that they also assisted with a grant for the Berne Township Fire Department.

Commissioner Davis asked about the contract between Hicks and Fairfield County, and about fees for additional work performed.

Mr. Szabrak stated that the current contract is for \$150,000 per year. Additional work may be performed on an as needed basis for an additional fee.

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Mr. Conroy stated that the first year of the contract between the county and Hicks was only for assistance with townships and villages; and added that a lot of communities do not have the resources to work on a grant.

Ms. Cordle spoke about Hick's helpfulness in looking for upcoming opportunities.

Commissioner Fix expressed his gratitude for Hicks and spoke about the importance of the service provided for entities that may otherwise not have the same opportunities. He added that he is very proud of this investment.

Commissioner Levacy spoke about the relationship between the county, entities in the county, and Hicks, and added that it has been a good experience.

Commissioner Davis asked if there is a metric that shows what similar sized counties do in this arena.

Commissioner Fix stated that he believes Fairfield County is the only county in the State of Ohio that is currently working with professional grant writers on behalf of other entities.

Mr. Conroy used Cuyahoga County as an example and stated that they use in-house grant writers, but they are not helping townships, villages, non-profits, or other agencies in their area.

Dr. Brown stated that the comprehensive annual report and the Hinkle report may both supply some similar data.

Mr. Szabrak thanked Vince Carpico for taking the lead on this, and for working with Hicks and County entities.

Commissioner Davis stated he had inquired about an update and thanked Hicks for providing it.

**Public Comments**

Issac Berry of Pleasantville stated that his comments during last week's meeting were not intended to be a personal attack and apologized for his remarks against specific individuals. He urged the Commission to advocate for the townships and citizens of the county and oppose solar energy farms.

Melissa Connor of Walnut Township spoke on the petitions that the Ohio Power Siting Board ("OPSB") circulated during the public hearings in Pleasantville. She stated that there were only 20 people on the petition in support of the project who live in Fairfield County.

Robert Slater II of Walnut Township stated that he wished he had been notified sooner by the OPSB regarding his duties as the Ad Hoc member for Walnut Township. He recalled an initiative he was a part of for the dam at Buckeye Lake and the impact it had on property owners. He added that he is concerned about the impact on property values of homes near the proposed solar project.

**Legal Update**

There was no legal update provided.

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**County Administration Update**

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

**Week in Review**

*We Love Transit*

Fairfield County Transit will host a ride-along this Friday at 10:00 a.m. The ride-along will last approximately one hour as the bus travels along the Ety Road loop. To experience our transit system, and learn about the possibilities for everyone in our county, meet at the Family Services Lobby at Fairfield County Job & Family Services at 9:45 a.m.

Administrator Cordle stated the county will be doing a branding event later in the year.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 13 resolutions on the agenda for the Regular voting meeting.  
Resolutions of note:

- There is a resolution on the agenda to appropriate a perpetual easement for a section of roadway in Greenfield Township. This section of road does not currently meet design requirements, and the County Engineer has determined that hazard protection, shoulder widening, and a culvert replacement are needed. The owners of the property, Mr. and Mrs. Wagner, were noticed. Mrs. Wagner is willing to convey the requested easement, but Mr. Wagner's interests have not been probated. Under R.C. 163.06 (A), the county must file a petition to appropriate the property, and receive a title, for the easement.

Engineer Upp stated there are probate issues with the property and the family is aware of, and in agreement with, the work that will be performed.

- Economic and Workforce Development has a resolution to authorize an amendment to the agreement between Fairfield County and Hocking College. The amendment extends the agreement for pre-apprenticeship programs throughout Area 20 for one year.
- A resolution from EMA for appropriations and an advance for grant dollars received from the Central Ohio Trauma System Grant Award. The grant award was originally \$8000 and an additional \$1000 was received after the budgeting process. The advance of monies from the General Fund would be for \$8000.

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- A resolution from Regional Planning for a change order for the CDBG PY2022 Village of Pleasantville Otte Park Concessions and pavilion restrooms project. This change order is for necessary furnishing, delivery, and installation of concession stand equipment and bathroom partitions. The change order increases the contract price by just over \$10,000.

Ms. Mattei stated that Regional Planning and the Village of Pleasantville are working to get everything submitted by February 28<sup>th</sup> and thanked Mayor Henderson for his work on the grant. She also spoke about the invaluable assistance of the Hicks Partners group.

- Regional Planning also has a resolution to approve a replat of the Valley View Farms subdivision, section 1, lots 6 and 7, in Pleasant Township. The plat for this subdivision was originally recorded in 2005.

Ms. Mattei stated the property owner is in attendance and is excited to get the plat signed.

**Budget Review**

There was no budget review provided.

**Calendar Review/Invitations Received**

*Items Requiring Response*

*Informational Items*

- Transportation Improvement District Meeting, February 11, 2025, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Google Meeting, February 12, 2025, 11:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Lancaster's State of the City Address, February 13, 2025, 9:45 a.m., Crossroads Ministry Center, 2095 W. Fair Ave., Lancaster
- Fairfield County Transit Ride Along, February 14, 2025, 9:45 a.m., Fairfield County Job & Family Services Lobby, 239 W. Main St., Lancaster
- Save the Date, Friends of ADMAH Annual Dinner, April 29, 2025, Time to be Determined, Crossroads Event Center, 2095 W. Fair Ave., Lancaster

**Correspondence**

- Ohio Department of Taxation, January 24, 2025, Journal Entry for the Status of Reappraisals and the Tax Year for Next Reappraisal and Next Triennial Update of Real Property Values
- March for Meals with Meals on Wheels, January 30, 2025, Regarding 24th Annual March for Meals Community Champion's Week, March 17-21, 2025
- Correspondence from the Office of the County Auditor
- Fairfield County Municipal Court, Criminal/Traffic Division Fee Report, January 2025
- Correspondence Regarding Industrial Solar Projects

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**Updates from Elected Officials and Department Heads**

Clerk of Courts Meyer stated that he, Recorder McKenzie, and Judge Vandervoort would be doing a presentation about the Good Deeds program to the Fairfield County Bar Association.

Recorder McKenzie stated FIDLR, her technology provider will be presenting to central Ohio Recorders at a meeting hosted in the hearing room at the Administrative Courthouse.

Engineer Upp stated his staff is conducting maintenance while winter weather is mild, and within the next two months they will be bidding out some road work.

Auditor Brown spoke about an entrance conference with new auditors and asked everyone for grace as the auditors will likely have many questions. She spoke about property tax reform and the Homestead Program, and about replacement levies. The Auditor's Office has been visiting municipalities and talking about the auditor's office strategic plan and the lot split process. They are also testing the new doc link program with Walnut Township, which the auditor indicates will increase internal controls. The auditor will also be attending a conference in Washington DC where she will be a keynote luncheon speaker.

Mr. Szabrak spoke about manufacturing percentages in Central Ohio and added that Fairfield County has jumped up to 70% when most of the region only has 20% manufacturing. He also spoke about Pickerington School administrators touring the Workforce Center and about their level of enthusiasm regarding the facility.

**Old Business**

Commissioner Davis had a meeting with MCJDC and is encouraged by what they are doing to help youth at the facility.

Commissioner Fix attended the Greenfield Township Land Use Plan meeting. Many in the township were originally resistant to a land use plan but have come to understand how a plan benefits and protects the area.

**New Business**

Commissioner Levacy stated he would be meeting again with the committee looking to establish a Fairfield County Veterans Hall of Fame.

Commissioner Fix was approached by representatives from Google who requested to meet with officials in the county regarding Google's vision for the future. He continued by speaking about concern regarding energy consumption in the area and impacts on development.

**Regular (Voting) Meeting**

The Commissioners continued to their voting portion of the meeting and Commissioner Fix called the meeting to order. 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; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Steven Darnell; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Chief Deputy

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Treasurer, Michael Kaper; Interim RPC Director, Holly Mattei; FCFC Director, Tiffany Wilson; JFS Deputy Director, Heather O'Keefe; Economic Development Specialist, Vince Carpico; and Sheriff Deputies, Romine and Neal. Also in attendance: Isaac Berry, Sherry Pymmer, Scott Barr, Melissa Connor, Robert Slater II, Keith Conroy, and Savannah Allen.

Virtual attendees: Jeanie Wears, Park Russell, Baylie Blevins, Barb Martin, Jane Harf, Beth Cottrell, Deborah, Lori Hawk, Lisa, Greg Forquer, Nicole Schultz, Shannon, Abby King, Jeff Barron, Jessica Murphy, Zach, Colleen Cook, Tony Howard, Ashley Arter, Lynette Barnhart, Shelby Hunt, Marcy Fields, Jerry Starner, Britney Lee, Jennifer Morgan, and Jim Bahnsen.

**Announcements**

Ms. Cordle stated that the correct time for the Lancaster State of the City Address is 11:15 a.m.

**Approval of Minutes for February 4, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, February 4, 2025, meeting.

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:

2025-02.11.a	A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 013-00285-00 for the Stringtown Road Culvert Replacement Project (FAI-TR273-3.315)
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Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution 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 resolution from Fairfield County Economic & Workforce Development:

2025-02.11.b	A resolution authorizing the First Amendment to the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.
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Mr. Szabrak stated this is authorize the use of grant funds to cover costs at the Workforce Center.

Roll call vote of the motion resulted as follows:

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

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**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:

2025-02.11.c      A resolution to request for appropriations for receipts for EMA Central Ohio Trauma System Grant Award Fund 2090 and advance (8221)

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:

2025-02.11.d      A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle

2025-02.11.e      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services.

2025-02.11.f      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for compensation and damages

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Family and Children First Council**

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

2025-02.11.g      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council

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 Job and Family Services**

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 Job and Family Services:

2025-02.11.h      A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

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- 2025-02.11.i      A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund
- 2025-02.11.j      A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Transportation Paid to Lancaster-Fairfield Public Transit, Fund #2599, Workforce Fund

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 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:

- 2025-02.11.k      A Resolution to Approve a Change Order #2 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.
- 2025-02.11.l      A resolution to approve the Replat of Valley View Farms, Section 1 Lots 6 & 7

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:

- 2025-02.11.m      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

**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 10:05 p.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, February 18, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

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Fairfield County Commissioners' Office  
February 11, 2025**

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Motion by: David Levacy


Seconded by: Steve Davis

that the February 11, 2025, minutes were approved by the following vote:

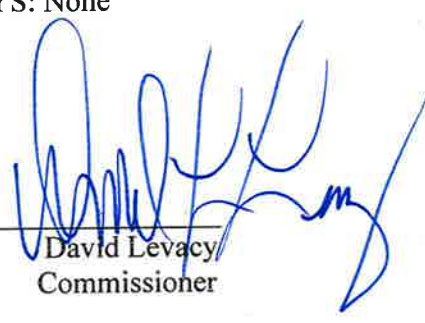
YEAS: David Levacy, Steve Davis, and Jeff Fix  
ABSTENTIONS:


NAYS: None

\*Approved on February 18, 2025

  
Jeff Fix  
Commissioner

  
Steve Davis  
Commissioner

  
David Levacy  
Commissioner

  
Rochelle Menningen, Clerk

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# 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

**Tuesday, February 11, 2025**

**9:00 a.m.**

### 1. 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.*

### 2. Welcome

### 3. Listen & Learn, Hicks Partners

### 4. 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.*

### 5. Legal Update

### 6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. Transportation Improvement District Meeting, February 11, 2025, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - ii. Google Meeting, February 12, 2025, 11:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
  - iii. Lancaster's State of the City Address, February 13, 2025, 9:45 a.m., Crossroads Ministry Center, 2095 W. Fair Ave., Lancaster
  - iv. Fairfield County Transit Ride Along, February 14, 2025, 9:45 a.m., Fairfield County Job & Family Services Lobby, 239 W. Main St., Lancaster
  - v. Save the Date, Friends of ADMAH Annual Dinner, April 29, 2025, Time to be Determined, Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- e. Correspondence
  - i. Ohio Department of Taxation, January 24, 2025, Journal Entry for the Status of Reappraisals and the Tax Year for Next Reappraisal and Next Triennial Update of Real Property Values

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# REVIEW AGENDA

## BOARD OF COMMISSIONERS

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Jeffrey M. Fix  
David L. Levacy

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

- ii. March for Meals with Meals on Wheels, January 30, 2025,  
Regarding 24<sup>th</sup> Annual March for Meals Community Champion's  
Week, March 17-21, 2025
- iii. Correspondence from the Office of the County Auditor
- iv. Fairfield County Municipal Court, Criminal/Traffic Division Fee  
Report, January 2025
- v. Correspondence Regarding Industrial Solar Projects

### 7. Updates from Elected Officials and Department Heads

### 8. Old Business

### 9. New Business

### 10. Regular (Voting) Meeting

### 11. Adjourn

### 12. Veterans Hall of Fame Meeting, Commissioner Levacy's Office, 11:30 a.m.

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**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1 2025 – American Rescue Plan Fiscal Recovery Funds, as of 2.7.2025.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

**\$30,606,902.00 has been appropriated, \$27,339,941.42 expended, \$3,090,708.85 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 2/7/25 Appropriations</b>	<b>As of 2/7/25 Expenditure</b>	<b>As of 2/7/25 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

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R210e	ADAMH/LSS Housing Projects	3,000,000.00	800,564.01	2,199,435.99
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	399,354.84	0.00
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>		6,426,158.72	4,226,722.73	2,199,435.99
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<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>		27,907.72	27,907.72	0.00

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Project/Category		As of 2/7/25 Appropriations	As of 2/7/25 Expenditure	As of 2/7/25 Obligation
<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	2,448,140.26	313,695.59
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>6,534,316.94</b>	<b>637,283.75</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, Total 2024, Quarter 1 2025 – American Rescue Plan Fiscal Recovery Funds, as of 2.7.2025.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

**\$30,606,902.00 has been appropriated, \$27,339,941.42 expended, \$3,090,708.85 encumbered or obligated.**

Project/Category		As of 2/7/25 Appropriations	As of 2/7/25 Expenditure	As of 2/7/25 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	3,208,277.92	136,250.10
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	431,430.94	23,231.06
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	9,749,490.89	250,509.11

**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1 2025 – American Rescue Plan Fiscal Recovery Funds, as of 2.7.2025.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,606,902.00** has been **appropriated, \$27,339,941.42** expended, **\$3,090,708.85** encumbered or obligated.

<b>Project/Category</b>		<b>As of 2/7/25 Appropriations</b>	<b>As of 2/7/25 Expenditure</b>	<b>As of 2/7/25 Obligation</b>
<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	415,546.93	0.00
<b>Subtotal Administration</b>		591,798.66	415,546.93	0.00
<b>Grand Total</b>		<b>\$30,606,902.00</b>	<b>\$27,339,941.42</b>	<b>\$3,090,708.85</b>

ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
FEBRUARY 03, 2025 TO February 09, 2025

Fairfield County Commissioners

- AA.02.04-2025.a 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]
- AA.02.05-2025.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 \$77,250 per invoice. [Commissioners]

Fairfield County Court of Common Pleas

- AA.02.06-2025.a An Administrative Approval for Updating and Upgrading the Grand Jury Recording System of the Fairfield County Court of Common Pleas [Common Pleas Court]

Fairfield County Utilities Department

- AA.02.04-2025.b An administrative approval of a bank transfer for the County Utilities Department [Utilities]

You're Invited to the Fairfield County Transit Ride Along!

# We Transit

SEE WHY YOU SHOULD TOO!



FRIDAY, FEBRUARY 14

Meeting time - 9:45 a.m.  
Departure - 10 a.m.

Meet at Fairfield County Job  
& Family Services Lobby  
2/11/2023 39 W. Main St., Lancaster)



Lancaster Ety Rd Loop  
Approximately one hour duration.

Please Scan the QR code or  
[Click Here](#) to RSVP!

# We Transit

YOU SHOULD TOO!



To celebrate Ohio Loves Transit week, we encourage you to thank a bus driver! Leave them a note of gratitude and appreciation!

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# Save the Date & Nominate

The Friends of ADAMH

**Annual Dinner**

**Tuesday, April 29, 2025**

Crossroads Event Center  
Lancaster, Ohio

The Fairfield Alcohol, Drug Addition and Mental Health Services Board is accepting nominations for the Friends of ADAMH Awards. Three individuals or organizations will be awarded and recognized the night of the event. Follow Friends of ADAMH Nomination Form to submit a nomination by March 10.



## JOURNAL ENTRY

Date: JAN 24 2025

Entry Number: 25-01-0007

As required by Ohio Administrative Code section 5703-25-07, this entry sets forth the status of reappraisals in the various counties and the tax year in which the next reappraisal and the next triennial update of real property values shall be completed. This entry is not an order to an auditor to commence reappraisal. A specific order has been or will be issued to each county auditor under the provisions of Revised Code section 5715.34 at the appropriate time.

Column 1. Completed the last general reappraisal for real property tax purposes.

Column 2. Is to complete the next general reappraisal.

Column 3. Completed the last triennial update of real property tax values.

Column 4. Is to complete the next triennial update of real property tax values.

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1)	(2)	(3)	(4)
	LAST	NEXT	LAST	NEXT
Fairfield	2019	2025	2022	2028



January 30, 2025

Aundrea Cordle  
County Administrator  
Fairfield County Commissioner's Office  
210 E. Main Street  
Lancaster, OH 43130

Dear Aundrea Cordle:

I am writing on behalf of the 3,000+ older adults served through the Senior Hub-Meals on Wheels Fairfield County program to invite you to participate in the 24th annual March for Meals Community Champion's Week. As an influential member of our community, you are in a significant position to help raise awareness of the growing number of older adults facing hunger and isolation here in Fairfield County.

**We would be honored if you would participate in this year's March for Meals Community Champion's Week. In doing so, you can connect with vulnerable seniors in our community and help The Senior Hub-Meals on Wheels gain much-needed visibility for this cause. We host our annual Community Champions Week March 17<sup>th</sup>-21<sup>st</sup>. We invite you to join if your busy schedule allows. During this week, you can volunteer to deliver meals, work in the kitchen or dining room, or provide another type of volunteer activity to further our work.**

If you are interested in joining us for Community Champion's Week during March and witnessing how our agency helps older adults in our community remain healthier and more independent every day, please contact me at your earliest convenience. I would be delighted to answer any questions that you may have and can be reached at 740-681-5050 ext. 116 or [atobin@mowfc.org](mailto:atobin@mowfc.org).

Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Anna Tobin  
Executive Director  
The Senior Hub-Meals on Wheels Fairfield County, Inc.

The Senior Hub-Meals on Wheels Fairfield County, Inc.  
1515 Cedar Hill Road  
Lancaster, Ohio 43130



***A Fact Sheet:  
Ballot Issue for the Board of DD  
Ballot Date: May 6, 2025***

- The Fairfield County Board of DD is placing a 1.85 mill *renewal levy* on the MAY 6, 2025, ballot.
- This *renewal levy* is for the benefit of Fairfield County for the purpose of providing and operating community programs and services authorized by the County Board of DD; for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities; or for both of such purposes.
- The renewal levy is for a period of 5 years.
- Collections for the renewal levy, if passed, will begin in 2026.
- As this levy is a renewal, the Board of DD has a current levy for the same purposes. The last collections for the current levy are in 2025.
- For a property owner with a home valued at \$100,000, the annual estimated tax for the *renewal levy* is \$40.
- If voters pass the proposed *renewal*, an estimated \$7,608,000 will continue to be collected annually.

***Do you have questions about plans for the proceeds of the renewal levy?***

***Please reach out to the Board of DD:***

795 College Avenue, Lancaster  
Phone: (740) 652-7220  
Website: <http://www.fairfielddd.com>



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](mailto:clerk@fcmcourt.org)

Web: [www.fcmcourt.org](http://www.fcmcourt.org)

February 5, 2025

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 January, 2025.

10% OSP Fines.....	\$1,053.70
Regular Fines.....	0.00
Uniform Fines.....	4564.65
Gross Overload.....	5,674.00
50% Liquor Fines .....	100.00
OVI Housing.....	1,346.45
Sheriff's Department OVI.....	85.00
Affidavit of Indigency .....	1,194.54
Dog Fines.....	390.00
Parks & Recreation.....	0.00
Parks & Recreation OVI.....	0.00
Witness Fees .....	0.00
Expungement Fees .....	120.00
Jury Fees .....	412.50
<b>TOTAL.....</b>	<b>\$14,940.84</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

**From:** [Sue Weber](#)  
**To:** [Contact Web](#)  
**Subject:** [E] NO Eastern Cottontail Solar  
**Date:** Tuesday, February 4, 2025 10:29:04 AM

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**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:

There will be a detrimental impact to over 250 homes within a half mile of the project. There are 85 homes within 500 feet, this is not acceptable. Industrial solar will pollute the water system, contaminate wells, pose a fire risk which will pollute the air, as well as just the dust and dirt in the air, and noise, noise, noise all which will cause health issues. This area does not have another water source other than wells which will be contaminated. There is no solution to a contaminated well.

Eastern Cottontail used deceptive practices to obtain leases and keep the public in the dark. We bought a home very near the project just three and half years ago. We nor our real estate agent were aware of the project when leases were obtained over two years prior to our purchase.

There is overwhelming local opposition to industrial solar in Fairfield County with 12 out of 13 townships requesting OPSB deny Eastern Cottontail. Industrial solar is not wanted on rural residential and agricultural zoned areas.

There are permanent jobs that will be lost due to lack of crop and livestock production. Businesses will be forced to close. There are only five leaseholders which will profit while everyone else will suffer financial losses on home value, loss of business, water, air and noise pollution, health expenses, home repair due to flooding.

There are several schools within five miles of this project as well as campgrounds and recreational facilities, businesses and residences all will need to be evacuated when a fire occurs. Our first responders are not equipped for such a massive evacuation. You would be putting all these lives in jeopardy.

I urge you to help get the Eastern Cottontail Solar project denied by OPSB.

Sincerely,

Sue A Weber

4160 Canal Rd NE

Pleasantville, OH 43148

**31 January 2025**

**Subject: Opposition to Eastern Cottontail Solar Project**

**Commissioner Levacy and Staff,**

**Thank you for the opportunity to comment, again, regarding my family's opposition to the Eastern Cottontail Solar Project. Please heed our community's vigorous outcry against this dystopian nightmare, and send a letter to the Ohio Power Sitting Board communicating your opposition to the project. The permanent damage to our environment, properties and community is indefensible. We should not fall prey to this sort of corporate colonialism. Again, please join your colleague and Walnut Township neighbors and oppose this project.**

**Respectfully,**

A handwritten signature in cursive script that reads "Patricia Stack". The ink is dark and the signature is fluid.

**Patricia Stack  
Millersport, Ohio**

Dear Fairfield County Commissioner Dave Levacy:

I want to share my opinion **opposing the Eastern Cottontail project** pending for Walnut and township and the fact that it will not serve our public interest, convenience or necessity. Please tell The Ohio Power Siting Board to deny this project because your community has spoken loud and clear opposing it at the public hearing that lasted 2 days due to community concern!

Yes, we all agree that more renewable resources are needed to provide energy to our growing population. However, our local residents have concerns regarding the safety, efficiency and long term effects of solar arrays that would be placed on farmland in this area.

My fear is that if our community allows this solar array or others to be installed in Walnut Township, we will be giving up one of our most valuable resources only to witness:

- The extinction of our most precious nonrenewable resource: farmland– which will be taken over by more than 300,000 solar panels
- Flooding of neighboring lands, roads and waterways caused by the disruption in drainage from the fields during installation of the project
- Loss of precious topsoil and minerals in the soil during installation and or flooding caused by the project
- Loss of habitat for local wildlife
- Fires and other safety concerns due to the chemicals and toxins in the panels themselves *and* the limitations of our local fire department when approaching a fire of this type
- After 20 or 30 years, when these panels will be removed (if they are removed), a landscape depleted of its original rich topsoil and dotted with remnants of over 60,000 cut off posts
- Decreased property values to the homes in this area
- Excessive noise, dust storms, and damage to roads due to construction
- An industrial manufacturing facility allowed to be constructed in an area that under normal zoning would not be permitted in an area that is zoned strictly for rural residential and agriculture
- A shattered local community and the dashed aspirations of future generations of farmers

To add insult to injury, most of the land owners who have agreed to lease to EDF live elsewhere, so they won't experience the negative impact their decision has on our local community during the 20+ years of the egregious venture. I and many of my neighbors do not want this project to be the legacy we leave for the future of our community. We must encourage stewardship of our 'fairfields' as previous generations have. We cannot

afford to be careless and irresponsible with our fertile land that is the namesake of Fairfield County.

Furthermore, there is no guarantee that EDF will even remain a company when the time comes to decommission the project and there is no evidence that they have ever decommissioned a project in the past and returned land back to its original state. It is highly unlikely that the land will even resemble anything farmable after they construct this even if they dig out every last piling that they hammered into the soil.

If you must, please put these solar arrays on top of the many massive warehouses and parking areas around the county. If this were truly a safe and effective way to produce needed power, we would already see this happening in such areas in Fairfield County. We should not be "harvesting" solar energy on farmland. Please put solar panels where they will be less disruptive to the natural environment and allow our local community to do what we do best: produce food and crops for the world and future generations.

The Eastern Cottontail development will not serve our community's best interest and it will impact our community in too many negative ways.

Marianne Van Voorhis

7378 Rader Rd NE Pleasantville, Ohio

A handwritten signature in black ink, appearing to read 'M. Van Voorhis', with a stylized, cursive script.

Sue A. Weber  
4160 Canal Rd NE  
Pleasantville, OH 43148

Commissioner Levacy  
201 E Main St., 3<sup>rd</sup> Floor  
Lancaster, OH 43130

February 3, 2025

Dear Commissioner Levacy:

Please follow the wishes of Walnut Township and oppose the Eastern Cottontail Solar Project. Commissioner Fix has written his opposition to the OPSB and I ask you do as well.

I am sure you are aware of all the health risks and detrimental economic impact Eastern Cottontail would subject more than **258 home owners who live within a half mile** of the proposed project. There are only 5 homes out of 258, that is less than 2%, that would benefit financially from their lease. Out of the 258 homes, 85 are within 500 feet of the project and would be greatly impacted. 258 homes will have decreased property value, health risk by contaminated air, water and noise pollution. Dont't allow Walnut Township to become the next East Palestine.

Please request OPSB deny Eastern Cottontail Solar.

Sincerely,

A handwritten signature in black ink that reads "Sue A. Weber". The signature is written in a cursive, flowing style.

Sue A. Weber

Gregory Weber  
4160 Canal Rd NE  
Pleasantville, OH 43148

Commissioner Levacy  
201 E Main St., 3<sup>rd</sup> Floor  
Lancaster, OH 43130

February 3, 2025

Dear Commissioner Levacy:

Please follow the wishes of Walnut Township and oppose the Eastern Cottontail Solar Project. Commissioner Fix has written his opposition to the OPSB and I ask you do as well.

I urge you to write to OPSB asking them to deny Eastern Cottontail Solar Project.

I am sure you are aware of all the health risks and detrimental economic impact Eastern Cottontail would subject more than **258 home owners who live within a half mile** of the proposed project. There are only 5 homes out of 258, that is less than 2%, that would benefit financially from their lease. Out of the 258 homes, 85 are within 500 feet of the project and would be greatly impacted. Please request OPSB deny Eastern Cottontail.

Sincerely,

A handwritten signature in black ink that reads "Gregg R. Weber". The signature is written in a cursive, flowing style.

Gregory Weber

January 27, 2025

Fairfield County Commissioners  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

RE: CASE #24-0495-EL-BGN

Dear Commissioners,

We are writing you today to express our grave concern over the EDF-Renewables' Eastern Cottontail utility-scale solar project being considered in our community of Walnut Township, Fairfield County, and asking you to 100% DENY IT!!!

We have traveled through other areas that have permitted this type of land-rape and been appalled! Projects of this sort have so many negative effects on the land and surrounding communities, such as:


- Wasting precious prime, fertile farmland that supplies a basic need for life: FOOD
- Causing damage to existing tiles that allow for proper drainage of surrounding spaces and properties
- Being a huge detriment to 'Century Farms' and the families that have put their blood, sweat and tears into preserving and caring for the land they've lived and worked on for their entire lives and jeopardizing the ability to keep it going for generations to come
- Becoming a horrific eye-sore: no beauty to be seen, forever changing the landscape of our lovely rural countryside
- Causing a decline in property values to local landowners – who would ever want to buy property to live in such deplorable surroundings, unless it would be more commercial industry that doesn't care about such things as beauty and preservation
- Causing a complete disruption of nature and wildlife; triggering loss of habitat, loss of life
- Bringing in construction traffic, noise; wreaking havoc on the land
- Leaving us wondering about the unknown: devastation from malfunctions, breakdowns, severe weather incidents, soil integrity and more

It seems that there are many other locations that wouldn't be as impacted by something like this and we wonder if they are being diligently sought out so as not to disrupt a way of life that our township and county have known for generations...even since the birth of our great state!

In closing, we, along with our neighbors and community, strongly oppose this potential massive 1500-acre detriment to our well-being and ask you to please, please, PLEASE DENY the Eastern Cottontail Solar Project!!!

Thank you for your time and consideration.

Sincerely,



Waylon R. Shumaker

Donna M. Shumaker

11140 Millersport Road NE

Millersport, Ohio 43046

abner3582@yahoo.com

Cc: Ohio Power Siting Board, Rep. T. Balderson, Sen. T. Schaffer Rep. J. LaRe, Rep. K. Miller,  
Walnut Township Trustees

Dear Ohio Power Siting Board Members,

I am writing to express my full support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is vital for meeting the energy demands projected for central Ohio, which AEP Ohio estimates will double by 2028. Fairfield County is also preparing to accommodate up to 56,000 new residents by 2050, a growth that will significantly increase energy consumption.

Beyond addressing our growing energy needs, the Eastern Cottontail Solar Project will provide substantial economic benefits to our community. The project is set to create over 500 construction jobs, as well as long-term positions in operations and maintenance. The project is committed to local hiring, which not only provide stable employment opportunities, but will also help stimulate our economy.

Furthermore, the project will generate \$2 million annually in long-term revenue for essential local services, including schools and police departments. This additional funding will ensure that Fairfield County can continue to provide high-quality public services as our population grows.

I strongly encourage the Ohio Power Siting Board to approve this project, recognizing its benefits for our community's energy security, economic development, and job creation.

Thank you for your consideration,

Glenna Thompson

[glenna.thompson@gmail.com](mailto:glenna.thompson@gmail.com)

241 Whittier Dr S

Lancaster, OH 43130

To Whom It May Concern,

I would like to voice my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). With the anticipated doubling of energy demand in central Ohio by 2028, as projected by AEP Ohio, it is crucial that we invest in sustainable and reliable energy infrastructure to meet our region's needs.

Fairfield County is also expected to see a significant increase in population, with up to 56,000 new residents by 2050 according to the county's 2024 Comprehensive Plan. This growth will undoubtedly lead to greater demand for energy, and the Eastern Cottontail Solar Project is a proactive solution to ensure a stable power supply for our future.

In addition to securing our energy needs, the Eastern Cottontail Solar Project will bring numerous economic benefits to our local community. It will create over 500 construction jobs and several long-term operations and maintenance positions, which will be sourced from local Ohio communities. This commitment to local hiring will not only provide jobs but also support the economic growth of Fairfield County.

Given Ohio's current reliance on imported energy and the rapid decommissioning of coal-fired power plants, the need for new, local energy sources is urgent. The Eastern Cottontail Solar Project is a forward-thinking investment that will help reduce our dependence on out-of-state and foreign energy sources and foster a more sustainable future for Ohio.

I urge the Ohio Power Siting Board to approve this essential project and support our community's growth and sustainability.

I think it's an awesome way to save the on energy. It just makes sense!

Sincerely,

Eric Alexander  
[livewire\\_e\\_and\\_d@yahoo.com](mailto:livewire_e_and_d@yahoo.com)  
1744 Fern Trail Dr.  
Lancaster, OH 43130

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is essential for addressing the increasing energy demand projected for central Ohio, which AEP Ohio estimates will double by 2028. With Fairfield County planning to accommodate up to 56,000 new residents by 2050 – according to the county's 2024 Comprehensive Plan – our energy needs will only continue to grow.

In addition, Ohio currently imports a significant portion of its energy—20-25%—and with the decommissioning of coal plants outpacing the introduction of new energy sources, there is a pressing need for sustainable energy projects like this one. The Eastern Cottontail Solar Project will help reduce our dependence on imported energy, helping to ensure a stable and reliable power supply for our community.

I urge the Ohio Power Siting Board to approve this project for the future of our county and state.

Give the landowners their right to make the deal with solar investors.

Sincerely,

Chauncey Morey  
[chaunceym53@yahoo.com](mailto:chaunceym53@yahoo.com)  
10960 Marcy Road  
Canal Winchester, OH 43110

Dear Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital initiative for our community, and I fully support its approval. AEP Ohio's projection that energy demand in central Ohio will double by 2028 highlights the urgent need for new energy solutions.

Fairfield County's comprehensive plan to accommodate up to 56,000 new residents by 2050 further underscores the importance of preparing for increased energy needs. By investing in solar power, we can ensure a steady and sustainable energy supply that supports both current residents and future growth.

With Ohio's coal plants being retired faster than new energy sources are brought online, we face a significant energy gap. The Eastern Cottontail Solar Project can help fill this gap, reducing our reliance on imported energy and promoting a cleaner, more sustainable future.

I urge you to approve this project and help secure our community's energy future.

Sincerely,

David Boden  
[dibo7@att.net](mailto:dibo7@att.net)  
812 Lambton Circle  
Lancaster, OH 43130

To the Ohio Power Siting Board,

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). With the energy demand in central Ohio projected to double by 2028, this project is critical for our region's energy security.

Fairfield County's plan to accommodate a growing population by 2050 makes it clear that we will need more power to meet our community's needs. The Eastern Cottontail Solar Project is perfectly positioned to provide this energy in a sustainable and environmentally friendly way.

Ohio currently imports a significant portion of its energy, and as coal generation is phased out, renewable projects like Eastern Cottontail are essential to closing the gap and ensuring a reliable energy supply.

I believe this project will greatly benefit our local economy and environment and strongly encourage its approval.

Warm regards,

Carol Boden  
[cmb64@att.net](mailto:cmb64@att.net)  
812 Lambton Circle  
Lancaster, OH 43130

To Whom It May Concern,

I am a resident of Fairfield County, and I want to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). AEP Ohio's forecast that energy demand will double by 2028 indicates that we must prepare now for our future energy needs.

As our county plans for significant growth, accommodating up to 56,000 new residents by 2050, it is crucial that we have a robust energy infrastructure in place. The Eastern Cottontail Solar Project offers a sustainable solution to meet these future demands while also supporting local economic development.

Ohio is currently too dependent on imported energy, and as coal plants are decommissioned, the need for new, clean energy sources is more critical than ever. This project provides a pathway to energy independence and sustainability for our state.

I respectfully urge the Ohio Power Siting Board to approve the Eastern Cottontail Solar Project.

Sincerely,

David Comer

[bobbup@sbcglobal.net](mailto:bobbup@sbcglobal.net)

304 Lakeview Dr NE

Lancaster, OH 43130

Dear Ohio Power Siting Board,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). AEP Ohio has projected that central Ohio's energy demand will double by 2028, which makes the development of local renewable energy sources a priority.

As Fairfield County prepares to welcome up to 56,000 new residents by 2050, we must ensure that our energy infrastructure is capable of meeting this increased demand. The Eastern Cottontail Solar Project is a critical component of this strategy, offering clean, reliable energy for our growing community.

Additionally, Ohio's reliance on imported energy and the rapid decline of coal power underscore the need for sustainable alternatives. The Eastern Cottontail Solar Project is a step in the right direction, helping us move toward energy independence and a greener future.

I urge the Ohio Power Siting Board to approve this project.

Sincerely,

Lisa Wooley

[velvetdelenn1@gmail.com](mailto:velvetdelenn1@gmail.com)

6546 Roseland Ct

Reynoldsburg, OH 43068-4361

To the OPSB,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) because it is essential to meet the growing energy demands of central Ohio. With energy consumption expected to double by 2028, this project is a critical investment in our state's future.

Fairfield County's plan to accommodate a significant population increase by 2050 further emphasizes the need for sustainable energy solutions. The Eastern Cottontail Solar Project offers a reliable and environmentally friendly way to meet these needs while also supporting economic growth.

Moreover, as Ohio faces the challenge of replacing decommissioned coal plants and reducing its reliance on imported energy, the Eastern Cottontail Solar Project represents a valuable opportunity to strengthen our local energy infrastructure.

I hope the Ohio Power Siting Board will recognize the importance of this project and approve it for the benefit of all Ohioans.

Best regards,

Mary Liptak

[maryliptak95@yahoo.com](mailto:maryliptak95@yahoo.com)

711 E Mulberry St

Lancaster, OH 43130

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is vital for addressing the increasing energy demand in central Ohio, which AEP Ohio projects will double in the decade leading up to 2028. According to Fairfield County's most recent comprehensive plan, the county will have to accommodate up to 56,000 new residents in the next 25 years. We need reliable and sustainable energy solutions to support this growth.

The Project will not only provide a clean energy source, but will also generate significant economic benefits for our community. It will create over 500 construction jobs and bring in long-term revenue for local services like schools and police departments. This is a smart investment in our future, helping reduce Ohio's reliance on imported energy and supporting our local economy and local services residents rely on each and every day.

I urge the Ohio Power Siting Board to approve this project for the benefit of our community and state.

Sincerely,

Judith McGonagle  
[judymcgonagle@yahoo.com](mailto:judymcgonagle@yahoo.com)  
284 Lakeview Dr NE  
Lancaster, OH 43130

Dear Ohio Power Siting Board Members,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a critical investment in the future of Fairfield County and the state of Ohio. As AEP Ohio projects that energy demand in central Ohio will double by 2028, we must prioritize the development of sustainable energy sources to meet these growing needs. The Eastern Cottontail Solar Project is well-positioned to help address this demand, providing a stable and reliable source of clean energy for our community.

Fairfield County's 2024 Comprehensive Plan outlines the need to accommodate up to 56,000 new residents by 2050. This anticipated growth will significantly increase the demand for electricity. By approving the Eastern Cottontail Solar Project, we can ensure that Fairfield County is prepared to meet this demand while also reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The rapid decommissioning of coal-fired power plants further exacerbates this issue, making it imperative to invest in local renewable energy projects.

Beyond meeting our energy needs, the Eastern Cottontail Solar Project will provide substantial economic benefits to our community. The project is expected to create over 500 construction jobs, along with numerous long-term operations and maintenance positions, all of which will be sourced from local Ohio communities. This will provide stable, well-paying jobs for our residents, fostering economic growth and community development. Moreover, the project will generate \$2 million in long-term revenue for essential local services such as schools and police departments, helping to maintain the quality of life in Fairfield County.

In addition to these direct benefits, the project will generate significant economic output, estimated at \$220 million.

Given the numerous benefits of the Eastern Cottontail Solar Project, I urge the Ohio Power Siting Board to approve this important initiative. By doing so, you will be supporting a project that not only meets our energy needs but also promotes economic development, job creation, and environmental sustainability.

Thank you for your consideration,

Susan Campbell  
[scdesigns614@gmail.com](mailto:scdesigns614@gmail.com)  
1042 Milford Dr  
Pickerington, OH 43147

To Whom It May Concern,

I am writing to advocate for the approval of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is crucial to addressing the growing energy needs of central Ohio, particularly as AEP Ohio has projected a doubling of energy demand by 2028. Fairfield County, in particular, is poised for significant growth, with plans to accommodate up to 56,000 new residents by 2050. As our population grows, so too will our need for a reliable and sustainable energy supply.

The Eastern Cottontail Solar Project provides an excellent opportunity to meet these future energy demands while reducing Ohio's reliance on imported energy. Currently, Ohio imports a significant portion of its energy, around 20-25%, and the rapid decline of coal-fired power generation only increases the urgency for new, local energy solutions. By investing in solar power, we can not only reduce our carbon footprint but also enhance our energy independence and security.

Moreover, the economic benefits of the Eastern Cottontail Solar Project extend far beyond energy production. The project is expected to create over 500 construction jobs, along with long-term positions in operations and maintenance. These jobs will be filled by local workers, providing much-needed employment opportunities and contributing to the economic vitality of our community. Additionally, the project will generate \$2 million annually in long-term revenue for local services, including schools and police, ensuring that Fairfield County remains a safe and vibrant place to live.

It is essential that we embrace projects like the Eastern Cottontail Solar Project, which provide clean, renewable energy while also supporting local economies and communities. I am hopeful that the Ohio Power Siting Board will recognize the need for the Eastern Cottontail Solar Project and its numerous benefits for our county, our state, and our future.

Energy diversification is great for Americas future!

Sincerely,

Trace Eberhardt  
[traceeberhardt@gmail.com](mailto:traceeberhardt@gmail.com)  
4033 Easton Way  
Columbus, OH 43219

Members of the Ohio Power Siting Board,

As a resident of Fairfield County, I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is not only a necessary response to the projected doubling of energy demand in central Ohio by 2028 but also a crucial investment in our local economy and community well-being. The 2024 Comprehensive Plan for Fairfield County highlights the need to accommodate a significant increase in population by 2050, which will undoubtedly increase the demand for energy.

The Eastern Cottontail Solar Project offers a proactive solution to these challenges by providing a reliable source of renewable energy that can meet our future needs while reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, and with the rapid decline of coal-fired power plants, the need for new, sustainable energy sources is more urgent than ever. By investing in solar power, we can ensure a stable energy supply that supports our community's growth and development.

The economic opportunities the Project will create should not be understated. It is expected to generate over 500 construction jobs and several long-term positions in operations and maintenance, which will be filled by local residents. This commitment to local hiring will stimulate our economy, providing stable employment and fostering community development.

In addition to job creation, the project will also generate substantial revenue for our local government. With an estimated \$2 million each year in long-term revenue for schools, police, and other critical services, the Eastern Cottontail Solar Project will help ensure that Fairfield County can continue to provide high-quality public services as our population grows. The project is also expected to provide \$80 million to landowners and farmers over its lifetime, further supporting the local economy and preserving our agricultural heritage.

The economic output of the project is estimated to be around \$220 million, demonstrating its potential to significantly boost the local economy. This level of investment will not only support our community's growth but also enhance our overall economic resilience. By approving the Eastern Cottontail Solar Project, the Ohio Power Siting Board has the opportunity to support a project that aligns with our community's goals of sustainability, economic development, and energy independence.

I strongly encourage you to approve this project, recognizing its potential to transform Fairfield County and Ohio into a leader in clean energy and sustainable development.

Thank you for your attention,

Ira Weiss

[iraweiss@hotmail.com](mailto:iraweiss@hotmail.com)

11735 Eddington Ave

Pickerington, OH 43147

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). As energy demand in central Ohio is projected to double by 2028, according to AEP Ohio, it is essential that we invest in sustainable energy solutions to meet this growing need. The Eastern Cottontail Solar Project is a prime example of the type of innovative, forward-thinking initiative that our region requires to ensure a reliable and environmentally friendly energy supply for the future.

Fairfield County's 2024 Comprehensive Plan has identified the need to prepare for a significant increase in population, with up to 56,000 new residents expected by 2050. This projected growth will undoubtedly increase our community's demand for power, making the development of local renewable energy sources a top priority. By investing in solar power, we can ensure that our energy infrastructure is prepared to meet these future demands while also reducing our reliance on imported energy.

In addition to its environmental benefits, the Eastern Cottontail Solar Project will provide substantial economic advantages for Fairfield County and Ohio. The project is expected to create over 500 construction jobs and numerous long-term positions in operations and maintenance, all of which will be filled by local Ohio residents. This commitment to local hiring will provide stable employment opportunities for our community and stimulate economic growth.

This project not only supports our energy needs but also aligns with our community's goals of sustainability, economic development, and energy independence. By approving the Eastern Cottontail Solar Project, the Ohio Power Siting Board can help ensure a brighter, more sustainable future for all Ohioans.

I urge you to consider the numerous benefits of this project and approve it for the good of our community and our state.

Sincerely,

Ira Weiss

[iraweiss@hotmail.com](mailto:iraweiss@hotmail.com)

11735 Eddington Ave

Pickerington, OH 43147

To the Ohio Power Siting Board,

As a concerned resident of Fairfield County, I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). With the anticipated doubling of energy demand in central Ohio by 2028, as projected by AEP Ohio, it is crucial that we invest in sustainable and reliable energy sources to meet our region's needs. The Eastern Cottontail Solar Project is an ideal solution, providing a clean and sustainable source of power that will help secure our energy future.

Fairfield County is also expected to see significant population growth, with plans to accommodate more than 50,000 new residents by 2050. This growth will undoubtedly increase the demand for energy, and the Eastern Cottontail Solar Project offers a proactive solution to ensure a stable power supply. Additionally, Ohio currently imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The rapid decline of coal-fired power plants further underscores the need for new, local energy solutions.

The Eastern Cottontail Solar Project will not only address our growing energy needs but also provide significant economic benefits to our community. The project is expected to create over 500 local construction jobs and numerous long-term positions in operations and maintenance.

The project will also generate \$2 million annually for essential local services, including schools and police and fire departments. This additional funding will be crucial in maintaining the quality of life in Fairfield County as our population grows.

The economic impact of the Eastern Cottontail Solar Project is estimated to be \$220 million, demonstrating its potential to significantly boost our local economy. This project not only supports our energy needs but also aligns with our community's goals of sustainability and economic development.

Thank you for your time and consideration,

Elicia Tumbleson  
[emoore45102@yahoo.com](mailto:emoore45102@yahoo.com)  
1580 W Audubon Blvd  
Lancaster, OH 43130

OPSB Members,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is critical to help in addressing Fairfield County and central Ohio's urgent need for more energy on the grid. As AEP Ohio projects energy demand to double before the end of the decade, it is imperative that we invest in clean, affordable energy sources like solar power to ensure a stable and reliable energy supply for our growing population.

Fairfield County's 2024 Comprehensive Plan outlines the need to accommodate up to 56,000 new residents by 2050. This projected growth will significantly increase the demand for energy, and the Eastern Cottontail Solar Project provides a proactive solution to ensure a stable power supply. By investing in solar power, we can reduce our reliance on imported energy and ensure that Fairfield County is prepared to meet the energy needs of our growing community.

Moreover, the project will generate millions of dollars in tax revenue for schools and local services, and will have a massive \$200+ million economic output. All of this will provide additional economic stability for Fairfield County communities.

We can not continue to rely on nonrenewable resources for the increasing power demands of our growing country. Solar power is the answer to this problem. I wholeheartedly support this solar program.

Please approve this project and support the growth and development of our community and state.

Thank you for considering my input,

David Comer

[bobbup@sbcglobal.net](mailto:bobbup@sbcglobal.net)

304 Lakeview Dr NE

Lancaster, OH 43130

To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is not only essential for meeting the growing energy demands of central Ohio but also represents a significant economic opportunity for our community. AEP Ohio has projected that energy demand in central Ohio will double by 2028, making it imperative that we invest in sustainable, affordable energy solutions like the Eastern Cottontail Solar Project.

Fairfield County's 2024 Comprehensive Plan highlights the need to plan and accommodate up to 56,000 new residents by 2050. This anticipated growth will significantly increase our community's demand for energy, and the Eastern Cottontail Solar Project will help meet this demand with clean, affordable electricity.

The project will also create over 500 local construction jobs, and will generate two million dollars each year to fund local services, including schools and police departments. This additional funding will be crucial in maintaining the quality of life in Fairfield County as our population inevitably grows.

The project is a win-win for Fairfield County and the State of Ohio as a whole. I ask that the Ohio Power Siting Board take into account its numerous benefits and the critical need for Eastern Cottontail, and approve the project.

Thank you for your time and consideration,

Alioune Sow

[alioune10sow10@gmail.com](mailto:alioune10sow10@gmail.com)

2019 Lynbridege Dr

Reynoldsburg, OH 43068

Dear Members of the Ohio Power Siting Board,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a crucial step in addressing the growing energy needs of central Ohio, particularly as AEP Ohio has projected a doubling of energy demand by 2028. Fairfield County is also preparing to accommodate up to 56,000 new residents by 2050, a growth that will significantly increase energy consumption.

The Eastern Cottontail Solar Project will help address these challenges by providing a reliable source of energy that can meet our future needs while reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The rapid decline of coal-fired power plants further underscores the need for new, local energy solutions.

Beyond meeting our energy needs, the project is expected to create over 500 construction jobs, along with numerous long-term positions in operations and maintenance. This will provide stable, well-paying jobs for our residents, fostering economic growth and community development.

The project will also be a major taxpayer in the county, generating significant revenue for our local governments. This will help ensure that Fairfield County can continue to provide high-quality public services as our population grows.

I strongly encourage you to approve this project.

Thank you for your consideration,

Kathy Menke  
[kathymenke2006@gmail.com](mailto:kathymenke2006@gmail.com)  
12308 Limerick Lane  
Pickerington, OH 43147

To Whom It May Concern,

I am writing to advocate for the approval of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is crucial to addressing the growing energy needs of central Ohio, particularly as AEP Ohio has projected a doubling of energy demand by 2028. Fairfield County, in particular, is poised for significant growth, with plans to accommodate up to 56,000 new residents by 2050. As our population grows, so, too, will our need for a reliable and sustainable energy supply.

The Eastern Cottontail Solar Project provides an excellent opportunity to meet these future energy demands while reducing Ohio's reliance on imported energy. Currently, Ohio imports a significant portion of its energy, around 20-25%, and the rapid decline of coal-fired power generation only increases the urgency for new, local energy solutions. By investing in solar power, we can not only reduce our carbon footprint but also enhance our energy independence and security.

Moreover, the economic benefits of the Eastern Cottontail Solar Project extend far beyond energy production. The project is expected to create over 500 construction jobs, along with long-term positions in operations and maintenance. These jobs will be filled by local workers, providing much-needed employment opportunities and contributing to the economic vitality of our community. Additionally, the project will generate \$2 million in long-term revenue for local services, including schools and police, ensuring that Fairfield County remains a safe and vibrant place to live.

The financial benefits of the project are substantial. In addition to the \$2 million annually in revenue for local services, the project is expected to provide \$80 million to landowners over its lifetime, boosting the local economy and supporting the agricultural community. The estimated \$220 million in overall economic output further underscores the significant impact this project will have on Fairfield County and beyond.

It is essential that we embrace projects like the Eastern Cottontail Solar Project, which provide clean, renewable, affordable energy while also supporting local economies and communities. I ask the Ohio Power Siting Board to approve this project.

Sincerely,

Tika Sharma  
[tikasharma5791@yahoo.com](mailto:tikasharma5791@yahoo.com)  
7351 Serenoa Drive  
Reynoldsburg, OH 43068

Dear Ohio Power Siting Board Members,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a critical investment in the future of Fairfield County and the state of Ohio. As AEP Ohio projects that energy demand in central Ohio will double by 2028, we must prioritize the development of sustainable energy sources to meet these growing needs. The Eastern Cottontail Solar Project is well-positioned to help address this demand, providing a stable and reliable source of clean energy for our community.

Fairfield County's 2024 Comprehensive Plan outlines the need to accommodate up to 56,000 new residents by 2050. By approving the Eastern Cottontail Solar Project, we can ensure that Fairfield County is prepared to meet this demand while also reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The decommissioning of coal-fired power plants in Ohio further exacerbates this issue, making it imperative to invest in local renewable energy projects.

Beyond meeting our energy needs, the Project will provide substantial economic and jobs benefits to our community. In fact, it will create over 500 construction jobs, as well as long-term operations and maintenance positions. And as a taxpayer, the project will produce more \$2 million each year that will be used to fund police, fire, schools and other critical, local services in Fairfield County.

Given the numerous benefits of the Eastern Cottontail Solar Project, I urge the Ohio Power Siting Board to approve this important, forward-looking energy project. By doing so, you will be supporting a community-boosting project that not only meets our energy needs but also promotes economic development, job creation, and environmental sustainability.

Thank you for your consideration,

Natalie Moore  
[natmoore04@yahoo.com](mailto:natmoore04@yahoo.com)  
999 Bowen Rd  
Canal Winchester OH 43110

Dear Ohio Power Siting Board,

With the significant changes anticipated in our region's energy needs, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) stands out as a crucial initiative. As central Ohio is projected to see its energy demand double by 2028 – according to AEP Ohio – and with Fairfield County planning to accommodate up to 56,000 new residents by 2050 – according to the county's 2024 Comprehensive Plan – this project will help ensure that we are prepared for these challenges.

This project is expected to create more than 500 construction jobs, as well as long-term positions in operations and maintenance, with an additional 270 indirect jobs supporting local supply chains and materials. By hiring local workers, the project will bolster our community's economy and provide valuable job opportunities.

Furthermore, over the lifetime of the project, it will generate \$80 million in revenue for local services, including schools, police, and fire departments, which amounts to nearly \$2 million annually. This funding will be critical in supporting our essential services as our community grows. Additionally, the estimated \$220 million in indirect economic benefits through local material purchases will further stimulate our local economy.

The Eastern Cottontail Solar Project will be developed on private land, allowing landowners to decide how best to use their property. This initiative will provide farmers with a steady income and preserve farmland, potentially improving soil quality for future agricultural use. This project will also contribute to our energy independence by generating clean, American-made energy right here in Ohio, reducing our reliance on foreign energy sources.

Great technology and use full and clean energy for environmental protection.

Thank you for considering this important project,

Bikash Mizar  
[bikashmizar65@gmail.com](mailto:bikashmizar65@gmail.com)  
7024 Bryemar Dr  
Reynoldburg, OH 43068

To Whom It May Concern,

As Ohio prepares for a future with increasing energy demands, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a pivotal step forward. With AEP Ohio forecasting that energy needs will double by 2028 and Fairfield County's plans to accommodate significant population growth, this solar project is essential for meeting our future energy requirements.

The project will provide substantial local job opportunities, including over 500 construction jobs and numerous long-term positions in operations and maintenance, plus 270 indirect jobs in related local industries. This focus on hiring local workers ensures that the economic benefits will be felt throughout our community.

In addition to job creation, the Eastern Cottontail Solar Project will generate \$80 million in long-term revenue for local services, which translates to approximately \$2 million annually for schools, police, and fire departments. This funding is vital for maintaining and enhancing community services. The project is also expected to contribute around \$220 million in indirect economic benefits through local material purchases.

The project would be a major boost to Fairfield County and the State of Ohio – and I ask that the Ohio Power Siting Board approve it.

Sincerely,

Walt Jinks  
[jinks676@yahoo.com](mailto:jinks676@yahoo.com)  
7779 E Ohio State Ln  
Lancaster, OH 43130

Dear Ohio Power Siting Board,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), as it is essential to help address Ohio's future needs with clean, affordable power. With energy demand expected to double by 2028 and Fairfield County's significant population growth, this solar project offers a sustainable solution to increasing energy demand.

The community and our day-to-day lives stand to benefit directly and tangibly from the project as well. It will generate \$80 million over the life of the project in tax revenue for local services, including schools and emergency services. That's a lot of funding, and equates to \$2 million annually. The project is also expected to contribute about \$220 million in indirect economic benefits and will create hundreds of jobs.

Because of the energy generation and economic and job benefits the Eastern Cottontail project will provide, I ask that the Ohio Power Siting Board approve the project.

Thank you,

Robyn Scaggs  
[rscaggs@gmail.com](mailto:rscaggs@gmail.com)  
311 E Wheeling St  
Lancaster, OH 43130

Dear Ohio Power Siting Board Members,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an essential initiative for preparing Ohio's energy infrastructure for the future. AEP Ohio has said energy demands will double from 2018 to 2028. Fairfield County's 2024 Comprehensive Plan says that the county population will increase by more than 50,000 in the two and half decades. This project provides a sustainable, clean, affordable solution to help meet these challenges.

On top of this, Eastern Cottontail will create jobs, as well as direct and indirect economic benefits in Fairfield County. During construction, more than 500 jobs will be created. There will be long-term jobs created too, as well as an estimated 270 additional indirect jobs in local industries. The project, as a notable taxpayer in the county, will generate \$80 million over the life of the project – or \$2 million annually – to fund local schools, EMS services, and other critical services families in Fairfield County rely on. Not to mention, it is also expected to bring around \$220 million in indirect economic benefits.

Boost for the economy? Yes. Job creator? Contributor to improve schools and services? Yes. Clean, affordable energy to meet growing demand? Yes. This project will be a quadruple win for our county, region and state, and I urge the Ohio Power Siting Board to approve it.

Thank you for your consideration,

Miranda LeMaster

[cinder4320@gmail.com](mailto:cinder4320@gmail.com)

8707 Riverside Pl.

Canal Winchester, OH 43110

To Whom It May Concern,

Supporting the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a strategic move for addressing Ohio's future energy needs, as well as providing a major boost to the Fairfield County community.

As energy demand in central Ohio is expected to double before the end of the decade, and with Fairfield County's significant projected population growth, this project is especially critical as it will generate clean, affordable energy to meet growing demand.

Moreover, the project will provide over 500 construction jobs and 270 indirect jobs across local industries, and will contribute approximately \$220 million in indirect economic benefits.

The project will be built on private land. A denial of this project would step on private property rights.

I ask the OPSB to respect property rights and consider the vast energy generation and economic benefits of the project.

Sincerely,

Mark Ernst

[maark@ernst-design.com](mailto:maark@ernst-design.com)

415 Kingston Circle

Pickerington, OH 43147

Dear Ohio Power Siting Board,

As we face increasing energy demands in Ohio, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a crucial investment in our future. With AEP Ohio projecting energy demand to double in central Ohio the decade leading up to 2028, this project is essential for meeting our energy needs. Adding an additional layer to this challenge is that Fairfield County's population is projected to increase rapidly in the next two and half decades, as the county's comprehensive plan forecasts up to 56,000 new residents by 2050.

Additionally, the project will help improve education and critical, local services like police and fire. Over the 40-year life of the project, it will generate \$80 million in revenue to fund local schools and services in the county.

By generating clean, American-made energy right here in Ohio, the project supports our energy independence and reduces our reliance on outside energy sources. This project not only meets our growing energy needs but also fosters local economic growth and environmental sustainability.

Please approve the Eastern Cottontail Solar Project.

Thank you,

Martin Farley

[mfarley5544@gmail.com](mailto:mfarley5544@gmail.com)

842 Elgin Circle

Pickerington, OH 43147

To Whom It May Concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a significant step toward addressing the future energy needs of Ohio. With projections indicating that energy demand will double from 2018-2028 and Fairfield County's need to accommodate a substantial population increase, this solar project is crucial for our community's sustainability.

This project will provide more than 500 construction jobs, long-term roles in operations and maintenance, and 270 additional indirect jobs in local industries. By focusing on local hiring, the project ensures that the economic benefits are felt directly within our community, enhancing local employment opportunities.

Moreover, the Eastern Cottontail Solar Project will generate \$80 million in long-term revenue for local services, such as schools and emergency responders, translating to approximately \$2 million annually. This revenue is essential for maintaining and improving community services. Additionally, the project will bring about \$220 million in indirect economic benefits through local material purchases and construction activities.

The project also contributes to Ohio's energy independence by producing renewable energy locally.

For all of these reasons, I urge the OPSB to approve the Eastern Cottontail Solar Project.

I would like free info on how to obtain free solar energy for my home.

Thank you for your time and consideration,

Karl Cockrell  
[karl\\_quiana@yahoo.com](mailto:karl_quiana@yahoo.com)  
581 Preston Trails Drive  
Pickerington, OH 43147

Dear OPSB,

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN).

Generating clean, affordable power, Eastern Cottontail Solar will generate enough electricity to power 42,000 average American homes. The project's capacity to contribute significantly to the grid comes at a time when Ohio's energy demand is escalating – as AEP Ohio forecasts a doubling of power demand by 2028 with the region's economic growth, including the rise of data centers, this project is essential for addressing these needs. Historically, electricity load growth was expected to be 1%-2% annually, but current forecasts suggest a much higher growth rate of around 20% per year.

This project is critical for preventing potential energy shortfalls, as PJM Interconnect has warned of possible shortages due to the retirement of large power plants and increasing demand.

By adding 500 construction jobs, creating 270 indirect jobs, and generating significant revenue for local services, Eastern Cottontail Solar will also provide immediate and long-term economic benefits to our community.

Supporting this project aligns with Ohio's need for sustainable energy solutions and economic development. It is a vital step in ensuring that our region remains vibrant and capable of meeting future energy needs.

Please add solar to our power grid. It's not either solar or coal. The grid should be powered by solar and coal and natural gas and nuclear, depending on what's available, clean and affordable. Thanks!

Sincerely,

James Chenoweth  
[fj40jim@gmail.com](mailto:fj40jim@gmail.com)  
889 LAYNE DR NE  
Lancaster, OH 43130

To Whom It May Concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a significant advancement in our efforts to meet the growing energy demands of central Ohio. With energy consumption expected to double by 2028 and the increased presence of data centers, this project is crucial for maintaining a reliable power supply.

This solar project will generate enough electricity to power approximately 42,000 average American homes, directly contributing to the grid at a time when demand is surging. AEP Ohio's forecasted demand growth is unprecedented, moving from a historical growth rate of 1%-2% per year to an expected 20% annual increase.

In addition to addressing the increasing need for power, Eastern Cottontail Solar will also create over 500 construction jobs and 270 indirect jobs, while generating \$80 million in revenue for local services. This includes \$2 million annually for schools, emergency responders, and other critical community services.

By investing in this project, we are not only securing a reliable energy future but also fostering local economic growth and sustainability. Your support for this project will help ensure that our community is prepared for future energy demands.

Best regards,

Justin Mattison

[jmattison1001@yahoo.com](mailto:jmattison1001@yahoo.com)

9708 Circle Dr

Pickerington, OH 43147

Dear Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital step towards addressing the growing energy needs in central Ohio. With the demand for power expected to double in the next decade and the increasing presence of data centers, this project is essential for ensuring we meet these challenges effectively. Furthermore, Fairfield County's 2024 Comprehensive Plan projects massive population growth – an additional 50,000+ in-county residents in the next two and half decades. This, of course, will also further increase demand for power right here in Fairfield County.

Fortunately, Eastern Cottontail will provide enough electricity to power 42,000 homes, contributing significantly to our energy grid.

The Eastern Cottontail Solar Project will also bring substantial economic benefits, including over 500 construction jobs, 270 indirect jobs, and \$80 million in revenue for local services. This revenue will directly support schools, emergency services, and other community needs.

Supporting this project is a forward-looking decision that aligns with both our energy and economic goals. It will help us prepare for the future by increasing our local energy capacity and supporting our growing community.

Thank you for your consideration,

Myron Kaliski

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

1027 Grandview Avenue

Columbus, OH 43212-3435

To Whom It May Concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is critical for meeting the escalating electricity demands in central Ohio. As our region prepares for a significant increase in power needs due to economic growth and data centers, this project will provide a reliable source of clean energy.

This project is designed to generate power for approximately 42,000 average American homes, a substantial contribution to the grid at a time when AEP Ohio projects a dramatic increase in energy demand. Historically, the growth in demand was modest, but we are now seeing forecasts of up to 20% annually.

Furthermore, Fairfield County's 2024 Comprehensive Plan addresses the need to accommodate an additional up-to 56,000 residents by 2025. This means demand in our county will be even more outsized – and we need the energy supply to meet it.

The Eastern Cottontail Solar Project will also generate over 500 construction jobs and 270 indirect jobs, supporting local employment. Additionally, it will contribute \$80 million to local services, including schools and emergency responders, with about \$2 million in annual revenue.

By investing in this project, we are not only addressing our immediate energy needs but also fostering long-term economic growth and sustainability. It is a crucial step in securing our community's energy future.

Sincerely,

Natalie Mount

[nmount960@gmail.com](mailto:nmount960@gmail.com)

8253 Hotsprings Dr NW  
Pickerington, OH 43147

Dear OPSB,

Fairfield County, Ohio's 2024 Comprehensive Plan talks about how the county will see significant growth to the tune of 56,000 more residents in the next two and half decades. Couple that with the fact that AEP Ohio is projecting energy demand in central Ohio to double in the decade leading up to 2028, and our county and our region are looking at a significant electricity deficit in the near future.

Fortunately, the proposed Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) can help address these needs.

The project will generate enough electricity to power 42,000 average American homes, providing a significant boost to the local grid.

In addition to meeting our energy needs, Eastern Cottontail Solar will create over 500 construction jobs and 270 indirect jobs, while generating \$80 million in revenue for local services. This includes critical funding for schools and emergency responders, amounting to approximately \$2 million annually.

Supporting this project will help secure a reliable energy future and support our community's economic development. It is a necessary step toward addressing both current and future energy demands.

I ask the OPSB to approve this critical project.

Regards,

Floyd Kirkland  
[fkirk@yahoo.com](mailto:fkirk@yahoo.com)  
1050 Milford Drive  
Pickerington, OH 43147

To Whom It May Concern,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). It is an essential investment in addressing the increasing energy demands of central Ohio. With AEP Ohio projecting a doubling of power needs by 2028 and the influx of data centers, this solar project is vital for our region's energy future. Further escalating this challenge – locally, here in Fairfield County, our population is expected to skyrocket in the coming years and decades according to the county's most recent Comprehensive Plan.

Eastern Cottontail will generate clean, affordable electricity to help meet this demand. We, as a county and state, can't afford to give up this opportunity.

The project will also provide over 500 construction jobs, 270 indirect jobs, and \$80 million in revenue for local services, including schools and emergency responders. This revenue will support essential community services and contribute to local economic growth.

Investing in the Eastern Cottontail Solar Project is a proactive step toward ensuring a reliable and sustainable energy supply, supporting both our current needs and future development.

Sincerely,

Arron Kerns

[firedawg126@msn.com](mailto:firedawg126@msn.com)

10480 Winchester Southern Road  
Stoutsville, OH 43154

Dear Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a significant step forward for central Ohio's energy landscape. With AEP Ohio forecasting a doubling in electricity demand by 2028 due to economic expansion and the rise of data centers, this project is essential to meet our future needs.

The project will generate enough electricity to power about 42,000 average American homes, addressing the gap left by the accelerated decommissioning of coal plants. The need for clean, reliable energy is further underscored by the Fairfield County 2024 Comprehensive Plan, which anticipates accommodating up to 56,000 new residents by 2050.

In addition to bolstering our energy supply, the Eastern Cottontail Solar Project will create over 500 construction jobs, 270 indirect jobs, and generate \$80 million in revenue for local services, including approximately \$2 million annually for schools and emergency responders.

Supporting this project is a proactive measure to ensure a stable energy future while promoting local economic development.

Let's make a move towards clean energy and all the benefits that come with it!

Sincerely,

Michael Delaney

[mjdelaney304@yahoo.com](mailto:mjdelaney304@yahoo.com)

1860 Rainbow Drive NE

Lancaster, OH 43130

To Whom It May Concern,

The need for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) has never been clearer. Central Ohio is facing a dramatic increase in electricity demand, with AEP Ohio projecting demand to double in the decade leading up to 2028 due to economic growth and expanding data centers.

This project will generate sufficient electricity to power around 42,000 average American homes, which is crucial as we experience accelerated decommissioning of coal plants. The Fairfield County 2024 Comprehensive Plan also highlights the need to plan for up to 56,000 new residents by 2050, emphasizing the importance of increasing our energy resources.

Moreover, the Eastern Cottontail Solar Project will create over 500 construction jobs, 270 indirect jobs, and provide \$80 million in revenue for local services, including about \$2 million annually for schools and emergency services. This economic impact will be vital for our community's growth.

This project is essential for ensuring we meet future energy needs while supporting local job creation and economic stability. Please approve the project.

Best regards,

Lynda Berge Disser  
[lyndab07@hotmail.com](mailto:lyndab07@hotmail.com)  
149 E. Chestnut Street  
Lancaster, OH 43130

Dear OPSB,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is pivotal for addressing central Ohio's growing energy needs. Here in Fairfield County, the 2024 Comprehensive Plan anticipates the need to accommodate up to 56,000 new residents by 2050, further highlighting the necessity for increased energy production.

As AEP Ohio forecasts demand for power will double by the end of the decade, driven by the expansion of data centers and economic development. This project offers a timely solution to this and the energy that will be required by the growing population of Fairfield County.

The project will generate enough clean, affordable energy to power 42,000 average American homes.

Beyond its energy contributions, the project will also provide significant economic benefits, including over 500 construction jobs, 270 indirect jobs, and \$80 million in revenue for local services, with about \$2 million annually designated for schools and emergency responders.

Supporting the Eastern Cottontail Solar Project is a key step in securing our energy future and fostering local economic growth.

Sincerely,

Steve Cordray  
[skcordray@aol.com](mailto:skcordray@aol.com)  
4920 Wilson Rd.  
Lancaster, OH 43130

To Whom It May Concern,

Central Ohio is facing a growing demand for electricity, with AEP Ohio projecting a doubling by 2028 due to economic growth and the proliferation of data centers. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is crucial in meeting these future energy needs.

The project will provide enough clean energy to power approximately 42,000 average American homes, a vital contribution as we see the rapid decommissioning of coal plants. This need is further emphasized by the Fairfield County 2024 Comprehensive Plan, which notes the requirement to accommodate up to 56,000 new residents by 2050.

In addition to meeting energy demands, the Eastern Cottontail Solar Project will create over 500 construction jobs, 270 indirect jobs, and generate \$80 million in revenue for local services, including approximately \$2 million annually for schools and emergency responders.

Supporting this project is essential for ensuring a stable energy supply and stimulating local economic growth.

Best regards,

Sam Moone

[smoone@aol.com](mailto:smoone@aol.com)

7479 Gundy Dr.

Canal Winchester, OH 43110

Dear Members of the Ohio Power Siting Board,

As Ohio faces a rapidly growing electricity demand, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital part of the solution. AEP Ohio projects that power needs will double by 2028, largely due to economic development and the expansion of data centers.

The project's ability to generate enough electricity to power 42,000 average American homes is particularly important given the accelerated pace of coal plant decommissioning. The Fairfield County 2024 Comprehensive Plan also underlines the necessity for increased energy resources, anticipating up to 56,000 new residents by 2050.

Additionally, the economic impact of this project is substantial: it will create over 500 construction jobs, 270 indirect jobs, and generate \$80 million in revenue for local services, including about \$2 million annually for schools and emergency services.

Approving this project is crucial for securing both our energy future and local economic prosperity.

The Sun's powerful solar authority is evident, always. Having been in most of the Western Europeans nations, you see how far ahead those nation-states are ahead of us; China, too. Bring it on!

Sincerely,

Cathy Roszell

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

342 Kemper Avenue  
Lancaster, OH 43130

Dear Members of the Ohio Power Siting Board,

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN).

The Fairfield County 2024 Comprehensive Plan highlights a critical need: accommodating up to 56,000 new residents by 2050. This substantial growth underscores the urgent requirement for increased electricity generation, making Eastern Cottontail a pivotal development for our community.

As AEP Ohio projects that electricity demand will double by 2028 due to economic expansion and the rise of data centers, this solar project will provide clean, affordable power to help meet that demand. Generating enough electricity to power approximately 42,000 average American homes, it will help address the energy shortfall created by the accelerated decommissioning of coal generation facilities, which are being shut down faster than new energy sources are coming online.

Moreover, the project will have a substantial economic impact, creating over 500 construction jobs, 270 indirect jobs, and generating \$80 million in revenue for local services. This includes around \$2 million annually for schools and emergency services.

I urge the OPSB to approve the Eastern Cottontail project because of its vast energy generation benefits, as well as the benefits it will bring to Fairfield County's economy.

Sincerely,

Steve Marroni

[marronis@bv.com](mailto:marronis@bv.com)

3939 Green Cook Rd

Johnstown, OH 43031

**To Whom It May Concern,**

The Fairfield County 2024 Comprehensive Plan projects that our community will need to accommodate more than 50,000 new residents in the next two and a half decades. This forecast emphasizes the need for increased energy production, which is precisely what the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) aims to provide.

With AEP Ohio estimating electricity demand to double by 2028 due to expanding economic activities and new data centers, this project will be crucial in meeting future energy needs. It will generate enough electricity to power about 42,000 average American homes.

Adding to this need is the fact that an energy gap is being left by the accelerated decommissioning of coal plants. These facilities are being retired at a faster rate than new forms of energy generation are being introduced, creating a pressing need for additional energy sources.

In addition to its energy benefits, the project will create over 500 construction jobs and 270 indirect jobs, and it will generate \$80 million over the life of the project in tax revenue for local schools and services.

Please approve this project. It will help secure our energy future and support local economic growth.

We need to be leaders in clean energy now!

Best regards,

Paula Dayhoff

[pdayhoff2@gmail.com](mailto:pdayhoff2@gmail.com)

7310 Waterloo Rd. NW

Canal Winchester, OH 43110

Dear OPSB,

According to the Fairfield County 2024 Comprehensive Plan, our county will need to plan for up to 56,000 new residents by 2050. This growing population highlights the critical need for increased electricity generation.

Fortunately, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), if approved, will provide enough electricity to power the equivalent of 42,000 homes. This will help meet growing demand for power with clean, affordable electricity.

This need is further highlighted by two more factors. First, AEP Ohio's projection that electricity demand in central Ohio will double between 2018 and 2028, largely driven by the influx of data centers. Second, coal plants are being decommissioned at a faster rate than new energy sources are being deployed, creating a significant gap in our energy supply.

Furthermore, the project will have a positive economic impact, creating more than 500 construction jobs, long-term jobs, and an estimated 270 indirect jobs. It will also generate \$2 million each year in revenue for schools, police, fire, and other critical, local services. This is money that will come directly from the company, will benefit the community, and won't cost taxpayers a dime.

I write in strong support for the Eastern Cottontail Solar Project.

Clean energy means clean lungs and less asthma, etc.

Thank you for taking my point of view into consideration,

Patricia Callis

[trishcallis@hotmail.com](mailto:trishcallis@hotmail.com)

3032 Highland Park Dr  
Pickerington, OH 43147

**To Whom It May Concern,**

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) because of the need for additional energy in Fairfield County and central Ohio, and because of the significant community and economic benefits the project will deliver locally and to our state.

The Fairfield County 2024 Comprehensive Plan projects that our community will need to accommodate up to 56,000 new residents by 2050. This forward-looking plan underscores the urgent need for additional energy resources, making Eastern Cottontail extremely important.

Additionally, AEP Ohio forecasts that electricity demand will double by 2028 due to increased economic activity and the rise of data centers. Eastern Cottontail will help address this demand and the increasing demand of Fairfield County's growth by generating enough home-grown electricity to power approximately 42,000 average American homes.

The local community and economic benefits of the project are equally important. It will produce \$2 million each year in tax revenue to boost funding for our schools and other local services that residents rely on. It will also have an estimated \$220 million in indirect financial impact. On top of that, the project will create more than 500 construction jobs, as well as long-term jobs and more than 250 indirect jobs.

I hope the OPSB will approve this project for the good of Fairfield County and our entire state.

Regards,

William Yantko

[wgyantko@yahoo.com](mailto:wgyantko@yahoo.com)

333 Stonebridge Blvd

Pickerington, OH 43147

Dear Members of the Ohio Power Siting Board,

The Fairfield County 2024 Comprehensive Plan highlights the need to accommodate up to 56,000 new residents by 2050, which brings to light the pressing need for increased energy resources. Furthermore, AEP Ohio's projection that electricity demand will double by 2028 due to economic expansion and the proliferation of data centers underscores the urgency of additional power generation.

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is ideally positioned to help meet this growing demand. It will generate enough clean, affordable electricity to power around 42,000 average American homes. That's an enormous and critical step in the right direction.

Beyond its role in energy production, the Eastern Cottontail Solar Project will have a substantial economic impact, providing over 500 construction jobs, 270 indirect jobs, and generating \$80 million in revenue for local services.

Approval of this project is vital for securing our energy future and promoting economic development.

To whomever may take the time to read this: I am in strong support for this solar project because it is obviously beneficial to our community in a multitude of ways. Be forward thinking and act positively for our entire community and climate.

Sincerely,

Christopher Douglas

[1cbdouglas@gmail.com](mailto:1cbdouglas@gmail.com)

938 Carron Cir

Pickerington, OH 43147

Dear OPSB,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project presents a fantastic opportunity for our local economy and will bring much-needed investments into Fairfield County. The project's commitment to generating revenue for local services, particularly schools, police, and fire departments, cannot be overstated. An additional \$1.98 million in annual tax revenue directly from the company to county budgets will go a long way toward enhancing critical services our community relies on.

Moreover, the project's approach to dual land use through solar grazing is an innovative way to support our local farmers. By integrating agriculture with clean energy, we're not just generating power; we're preserving our agricultural heritage and enhancing the sustainability of the land.

Thank you for your consideration of this project that will benefit both the economy and the environment.

Sincerely,

Rebecca Grubb  
[grubb1982@gmail.com](mailto:grubb1982@gmail.com)  
6390 Streams End Dr.  
Canal Winchester, OH 43110

To whom it may concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a forward-thinking initiative that aligns with Ohio's goal of promoting energy independence. By generating clean, renewable energy locally, we can reduce our dependence on foreign and out-of-state energy sources and help stabilize electricity costs. As a state, we need to prioritize sustainable projects like this that contribute to both energy security and economic growth.

In addition to the long-term benefits, this project is set to create over 500 construction jobs, many of which will be filled by local Ohio residents. These opportunities will provide much-needed employment and economic stimulation for our community.

Thank you for your time and consideration.

If one can't compete globally, move over. Right now, we're behind the eight ball. Free energy in the sun.

Best regards,

Mark Brown

[mnf\\_abc@yahoo.com](mailto:mnf_abc@yahoo.com)

5878 Havensport Rd NW

Carroll, OH 43112

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a critical step forward for Fairfield County. I strongly support this project because it ensures that landowners retain control over how they use their private property. Allowing farmers to lease their land for solar development provides them with a stable, predictable source of income while preserving the option to return the land to agricultural use in the future.

Furthermore, the indirect economic benefits estimated at \$220 million will boost local businesses and industries. From purchasing construction materials to hiring local suppliers, this project will positively impact Fairfield County's economy.

Please approve this project to help secure a brighter future for our community.

Thanks for your consideration,

Rachel Clark

[travrachclark@yahoo.com](mailto:travrachclark@yahoo.com)

11788 Snyder Church Rd NW

Baltimore, OH 43105

Dear Ohio Power Siting Board,

I am a supporter of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) because it exemplifies the perfect blend of energy innovation and agricultural preservation. By using solar grazing to manage vegetation, this project will support local sheep farmers while ensuring the land remains in agricultural use. It's a creative solution that proves clean energy can work hand-in-hand with agriculture, benefiting both sectors and the local community.

Additionally, the project's revenue contributions—such as the \$80 million in long-term funding for schools and local services—will have lasting positive impacts on Fairfield County. Supporting this project means investing in our community's future.

Thank you for considering my perspective.

Donald Kelley  
llab\_toof@yahoo.com  
7170 Caprice Ave Apt 101  
Columbus, OH 43213

OPSB,

I am writing in support of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). The project is an important step towards promoting energy independence in Ohio by generating clean, renewable energy locally. As our state works to diversify its energy sources, projects like this are essential.

Beyond its environmental benefits, the project will create a multitude of job opportunities during construction and operation phases. These jobs represent opportunities for local families and will stimulate the economy.

I urge you to approve this project.

Best regards,

Mary McGreevy

[mjean13@icloud.com](mailto:mjean13@icloud.com)

175 skyline Dr

Lancaster, OH 43130

Dear OPSB Members,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a positive use of private land, where farmers can benefit from leasing their land for solar while preserving it for future agricultural uses. It is crucial to respect landowner rights and give them the freedom to decide how to use their property.

In addition, the project's economic impact, particularly the more-than \$200 million expected in indirect benefits to local suppliers and businesses, is vital for Fairfield County's prosperity.

Thank you for considering the benefits of this project.

As long as we have the sun we should harness this free power. Every home should be solar powered as well. I wish we could afford to do it.

Regards,

Maxine Arteno

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

7772 Spyglass Hill Ct

Pickerington, OH 43147

Ohio Power Siting Board,

I wholeheartedly support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). The long-term benefits of generating clean, renewable energy here in Ohio are immense. The project will also generate significant revenue that will benefit our schools and public services for years to come. In fact, it's expected that over the 40-year life of the project, it will generate approximately \$80 million in tax revenue.

Furthermore, the integration of solar grazing on the project site is a brilliant way to support local agriculture while enhancing the sustainability of the land. This innovative approach sets a precedent for future projects – and ensures prime farmland will not be taken out of production.

Thanks for your time and consideration,

Mary Georgiton

[nikkos5845@att.net](mailto:nikkos5845@att.net)

5845 Pinecone Court

Columbus, OH 43231

February 4, 2025

Commissioners **Davis**, Levacy, and Fix,

I urge you to support the Eastern Cottontail Solar project. My family voluntarily signed a lease with Geenex/EDF, following the laws in place at the time. This project will bring nearly **\$2 million annually** to the local economy, benefiting jobs, schools, and services.

Some now argue for prioritizing land for housing and businesses. While growth is important, landowners' rights should not be diminished based on shifting priorities. Contracts must be honored—changing the rules after agreements are signed sets a concerning precedent.

Senate Bill 52 imposed new restrictions after our contract was in place. Retroactively limiting land use is unfair and undermines trust. Ohio has long exempted public utilities over 50 MW from township zoning because of their importance to infrastructure. That consistency should be maintained.

Landowners are responsible stewards of their land. Solar projects help keep farms financially viable while supporting clean energy. The Eastern Cottontail Solar project will include **managed sheep grazing** and, after its lifespan, the land can return to full agricultural use.

The ability to make decisions about our land is important. Those who signed agreements before SB 52 should not be penalized for following the law. If contracts are ignored, how can any landowner trust future agreements?

Thank you for your time and consideration. I appreciate your support for thoughtful policies that balance economic growth and property rights.



Pat Horn  
5140 Baltimore-Somerset Rd  
Pleasantville, OH 43148

February 4, 2025

Commissioners Davis, Levacy, and Fix,

I urge you to support the Eastern Cottontail Solar project.

My family and I voluntarily entered into a lease agreement with Geenex/EDF for a solar project on our property. This decision was made carefully, recognizing both the economic benefits for our family and the broader impact on our community. This project is projected to generate nearly **\$2 million annually in local economic benefits**, supporting jobs, schools, and essential services. We signed this contract in good faith, under the laws that existed at the time.

Some now argue that Fairfield County's economic landscape has shifted, creating pressure to prioritize land for housing and businesses. While I respect the need for growth, landowners should not have their rights diminished based on changing priorities. Contracts must be honored—failing to do so sets a dangerous precedent that undermines trust in private agreements.

The passage of Senate Bill 52 changed the rules after our agreement was signed. While the bill gives local communities more input, it is unfair to retroactively restrict land use for those who had already entered legally binding agreements. Property rights should not be redefined after the fact. Furthermore, Ohio zoning laws have long exempted public utilities over 50 MW from township zoning restrictions, recognizing their critical role in energy infrastructure. This long-standing exemption underscores the importance of regulatory consistency and honoring established agreements.

Landowners are the backbone of Fairfield County. We are responsible stewards of our land, making choices that ensure our families' futures. For many of us, solar projects provide a means to keep our farms financially sustainable while contributing to clean energy production. The Eastern Cottontail Solar project will also **incorporate managed sheep grazing, ensuring continued agricultural use alongside solar generation**. Once the project reaches the end of its lifespan, **the land can be fully restored to 100% agricultural use**, preserving it for future generations.

The right to determine how we use our own land must remain with us—not be dictated by shifting political or economic pressures. I urge the Fairfield County Commissioners to stand with landowners. Those of us who signed agreements before SB 52 should not be penalized for following the law at the time. If legally binding contracts are disregarded, what confidence can any landowner have in future agreements?

Thank you for your time and consideration. I ask that you respect the rights of landowners who have acted in good faith.



Karen Horn  
5140 Baltimore-Somerset Rd  
Pleasantville, OH 43148

February 3, 2025

OPSB

Case # 24-0495-EL-BGN

180 East Broad Street

Columbus, OH 43215

Subject: Solar Farm , Walnut Township in Fairfield County

Gentlemen:

I hereby submit my cover letter to you with my notes expressing my justifying this recommendation for you to approve this solar farm project.

FIRST: The average corn methanol plant produces around 150,000 metric tons of carbon dioxide per year. Thus for all methanol plants it is estimated the yield of carbon dioxide is 48,900,000 tons U.S. per year.

Next, the Gavin Coal generating plant bought out the town of Chesire in 2002 because of toxic pollution causing many health problems. The estimated carbon dioxide spewed into the air from this plant is 106,000,00 metric tons. You can verify these numbers by researching GOOGLE and other sources. Solar Farms do not release carcinogens into the air poisoning us!

*Very Important* → SECOND: Our local electric grid(s) are venerable to service outages. Storms, equipment failures, and sabotage and terrorist(s). Our state and local leaders have a big responsibility to the citizens of this state to ensure our safety. Local sub-stations are the key to providing this security. They have the means to isolate a power problem when a Solar Farm is in their service area producing electric. This power can be supplemented by battery storage, also.

SUMMARY: Solar farms do not harm people by polluting the air we breath and do provide local security in case of disaster(s) over which one cannot control. Lets get these projects completed now!

Sincerely,

*Roger L. Parsons*

Roger L. Parsons, 6532 Washington Waterloo Rd. , Washington Court House, Oh 43160

*747407-2TDS RPARSONS 3624 @ G-mail.com*

Enclosures; 3 pages of notes by the writer.

Cc: Walnut Township Trustees, Fairfield County Commissooners, Eastern Cottontail Solar Project

1.43 Acres In favor Solar Power

1) Thank Committee for opportunity to speak.

Family - 5 ~~Boys~~ <sup>Boys</sup>

4 grade of Thurston  
oldest brother, <sup>and</sup> Engineer for Thurston Water & Sewer  
installation, also Engineer for Joint Pleasantville  
& Thurston Sewer plant.

my Mother taught 1st & 2nd grade @ Thurston & Liberty Union  
for many years.

My wife taught 6th grade <sup>science</sup> for many years @ Thurston  
I sold 14 acres of farm for Thurston Well field  
when Baltimore Water got to expensive.

I care about this community!

go back 125- or even 150 years - 5 gas wells on property.  
gas sold to Columbus for street lighting.  
you cannot tell where they were located on property today 1912  
Land has recovered & I can't tell difference in  
yield.

Solar Panels after 40 yrs of use, will be removed &  
property restored - guaranteed by a bond to make  
property ~~same~~ same as before.  
Solar panels ~~are~~ are recyclable! - Google it!

To day ~~you~~ residents of this community enjoy good ~~clean~~ clean &  
affordable electric. ~~The cost~~ The environmental costs of  
this electric is high!!

To get ~~can~~ Eastern Ohio hills have been scrapped clean of ~~trees~~  
Trees & soil in the 50's & 60's. Wells are contaminated,  
streams have ~~not~~ no fish!  
People living in the vicinity of Power Plants  
suffer from many ailments, Asthma, & so forth.  
in one town ~~was~~ <sup>thought</sup> residents were bought out because of

air & other  
unhealthy living conditions. Sierra club studies ~~it~~ 2

claim that every 13 days a person dies from  
air pollution in the area of Ohio, Kentucky, West Virginia  
& even Tennessee from this one plant!

Here we sit enjoying this supposedly ~~the~~  
clean ~~the~~ electric.

People living in Eastern Ohio & by ~~the~~ power  
plants like their property the same as you.  
Are you treating them fairly??

Now we're told that <sup>can</sup> Alcohol plants  
is a generator of clean electric — Do you  
know that these plants send carbon Dioxide  
into the atmosphere the same <sup>as</sup> power plants.  
poisoning — not a good solution for ~~clean~~  
clean electric

---

Solar panels are good for the community!

1) after 20-40 years the soil underneath  
them will have 4-5% Organic matter &  
will be sought after by farmers because of  
of renewed productivity. The soil hasn't  
been degraded by current farming methods,  
such as compaction, use of chemicals to  
control pests, etc.

Corn plants  
 average corn plant  
 produces around 150,000 metric  
 of CO2. estimated all plants  
 42.4 million tons (2020)  
 48.9 " " (2023)  
 ethanol is more than being  
 straight gasoline

Gavin Donofort  
 Bought out Cheshire in 2002  
 Because of Toxic pollution.  
 20 million \$  
 Blackston acquired Gavin in 2016  
 Spurred  
 106 million metric tons  
 of CO2 into the  
 air

2) solar farms will pay ~~to the~~  
 over \$1 million in taxes locally to the  
 County for Roads, fire & Police Departments &  
 schools. Schools will enjoy the extra  
 income without the burden of new  
 housing, need for ~~road~~ more streets &  
 police & fire protection because solar  
 panels replace <sup>or produce</sup> houses that spending  
 cities need. developers need.

Solar farms have setback rules &  
 will plant shrubbery to hide &  
 make them less visible to the public

Think about it!!! Solar Farms  
 are the best solution for this community  
 compared to the god lack of Pickerington,  
 New Albany & Canal Winchester  
 1. overcrowded schools  
 2. lack of adequate funding  
 for schools, police & fire  
 protection, streets, maintenance  
 3. Higher taxes to pay for  
 their infrastructure,

Thank You

January 26, 2025

Fairfield County Board of Commissioners

210 East Main Street, Room 301

Lancaster, OH 43130

RE: Case #24-0495-EL-BGN

Dear Fairfield County Board of Commissioners,

I am sending you this letter as a concerned resident of Fairfield County. I am asking you to please DENY EDF-Renewables' Eastern Cottontail utility-scale solar project.

To begin, one of my concerns with the construction of this solar field is the detrimental effects this project will have on our local agriculture system. I live in an area where farming is a major asset to this community. With the installation of these solar panels, farmland would never be salvageable to farm again. The construction it will take to build and install these panels will greatly damage the field textiles, cause soil impaction and damage to the topsoil that is well adaptable to sustaining our harvests currently. Not to mention the "unknowns" that we may not see for years to come post solar installation. The loss of prime farmland for our current/future generations of this agricultural community has a devastating impact alone. Fifteen hundred acres and a community of farmers is a lot to take a chance on.

My second concern of this project is regarding the loss of property value of all those soon to be affected should this project be approved. My family and I moved to this rural residential area over 15 years ago because of the seclusion, quiet and tranquil beauty this area has to offer. With the installation of this project, I am seriously concerned about the depreciation value of our home and property we have worked so hard to build and maintain. I know our property is on a small scale compared to the massive acreage to be consumed by this project, but this is our HOME! I do not believe that this project should be taken lightly nor the communities' words who are against this, be lessened in comparison to the few who are willing to sell-out and gain monetary value from selling their land. Home and family are the future, and it is my future!

The construction of the Eastern Cottontail solar project will greatly disrupt our lives and those around us. We will forever lose the peace, beauty and tranquility of our farmlands. God calls us to be stewards of His creation. We have a responsibility and a duty to take care of His land and all living things within it. We are called to work it and keep it. Therefore, I do not agree with the construction of solar fields and the destruction of our prime farmland and habitats for wildlife.

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

Thank you for your time,

A handwritten signature in black ink that reads "Samantha Shumaker". The script is cursive and fluid, with the first name "Samantha" and last name "Shumaker" clearly legible.

Samantha Shumaker

11140 Millersport Road NE

Millersport, Ohio 43046

(740) 755-2573

samantha\_shumaker40@yahoo.com

Cc: Honorable Troy Balderson, Senator Tim Schaffer, District 73 Jeff LaRe, District 69 Kevin Miller,  
Walnut Township Trustees

Commissioner Fix,

I would like to thank you from my heart for coming out publicly against the Eastern Cottontail Solar Project. I admire your character and courage to stand up against a giant.

We moved to this area for the peace, quiet and beautiful views of the vast farm fields with their crops swaying with the summer breeze and the beautiful and vibrant sunsets and sunrises. We are now faced with the possibility of having all of that taken away from us and being replaced with the horrible view of cheap shiny solar panels from China made with child labor and harmful chemicals. The fields will be turned into eyesores filled with weeds and flooded paths of useless metal, glass and wire all detracting from the peaceful and serene setting we chose to live in when we moved to this community.

This has caused an great deal of anxiety and depression in our community to think that something like the Eastern Cottontail Project could be allowed in our back yards without our consent, over-riding our township zoning laws and not even taking into account how we the people of this community feel about this project.

This garbage is a "green energy political scam" with the only objective being, bilking millions of hard earned tax dollars from us. This project was done in secret because with full disclosure it would have never gotten this far. You know in your heart that this project doesn't belong on our fertile farm fields. We

know it too and that is why we are so passionately against the Eastern Cottontail Solar Project.

We don't want this project in our area, and the surrounding townships, towns and cities don't want this either. Please listen to us when we speak. We don't have the deep pockets of the solar companies to fight this, all we have is our passion, dedication and desire to live with dignity and character and to be good stewards of the earth we love so dearly. We are a community that gardens, we use rain barrels to water our plants, we recycle and take pride in our community and the lives we have made here.

The threat of the Eastern Cottontail Solar Project in our area is ruining peoples lives and business. We deserve our peace of mind.

God created the heavens and the earth for us to survive and thrive. We should enjoy it not DESTROY it!


Please deny the Eastern Cottontail Solar Project.

If you took the time to read this, I thank you for your time and consideration.

Debra Harris

4185 Canal Road NE

Pleasantville

  
2/5/25

Commissioner Davis,

We moved to this area for the peace, quiet and beautiful views of the vast farm fields with their crops swaying with the summer breeze and the beautiful and vibrant sunsets and sunrises. We are now faced with the possibility of having all of that taken away from us and being replaced with the horrible view of cheap shiny solar panels from China made with child labor and harmful chemicals. The fields will be turned into eyesores filled with weeds and flooded paths of useless metal, glass and wire all detracting from the peaceful and serene setting we chose to live in when we moved to this community.

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Debra Harris

4185 Canal Road NE

Pleasantville

*Debra M. Harris*  
*2/5/25*

Commissioner Levacy,

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Please deny the Eastern Cottontail Solar Project.

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Debra Harris



4185 Canal Road NE

Pleasantville

**From:** [Cordle, Aundrea N](#)  
**To:** [Menningen, Rochelle M](#)  
**Subject:** FW: [E] Sheep Grazing on Solar Projects in Ohio - American Solar Grazing Association  
**Date:** Monday, February 10, 2025 1:23:51 PM  
**Attachments:** [ASGA-SolarGrazing-Pamphlet2025-1.pdf](#)  
[image001.png](#)

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For Review



**Aundrea N. Cordle, MBA, SPHR, SHRM-SCP**  
County Administrator

 210 E. Main St. • Lancaster, OH 43130  
 740-652-7890 (t) • 740-687-6048 (f)  
 [www.co.fairfield.oh.us](http://www.co.fairfield.oh.us)



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**From:** Kevin Richardson <[outreach@solargrazing.org](mailto:outreach@solargrazing.org)>  
**Sent:** Monday, February 10, 2025 11:51 AM  
**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>  
**Subject:** [E] Sheep Grazing on Solar Projects in Ohio - American Solar Grazing Association

**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 Commissioners Davis, Fix, and Levacy,

I'm writing to you on behalf of the American Solar Grazing Association (ASGA) in regards to proposed solar projects that will utilize livestock production to manage vegetation at a solar site, known commonly as "solar grazing."

To provide background on our organization, ASGA is a farmer-founded and farmer-led nonprofit. Since 2018, we have provided in-depth education and technical assistance to farmers who manage vegetation on solar sites with sheep. We are a membership community with over 1,000 members, the majority of whom are farmers—some located in Fairfield County, Ohio—and the leading voice of solar grazing in the U.S. We also set the standards and establish best practices for the solar grazing industry.

I'm writing to you to highlight the benefits of solar grazing to farmers and communities and to assert that it is a growing field that is both feasible and profitable in many parts of the U.S., including Ohio. We do not endorse individual projects, but we do strive to provide the best information on solar grazing. I encourage you to visit our website to learn more about it: <https://solargrazing.org/>

To start off, I'm sharing a short, 5-minute video told from the perspective of farmers about how solar grazing has created positive impacts for them and their communities: <https://vimeo.com/1030034348?share=copy>

The video is password protected. Password:\*\*\*\*\*

As the video attests, solar grazing provides both an important income stream and land access to farmers,

often in areas where land is unaffordable. Sheep grazing also keeps farmland in agricultural production, and grazing sheep on a site instead of mowing it can improve soil health and increase biodiversity. Maintaining agricultural production at the site allows the solar grazer to contribute to the local agricultural economy as well.

As a result of these benefits, solar grazing is growing rapidly across the U.S. with nearly 130,000 acres of solar sites grazed by sheep as of this past fall, according to our solar grazing census. It is attracting new, younger farmers to agriculture while offering a profitable path for some struggling family farms. With 70-80% of lamb consumed in the U.S. being imported from foreign countries, solar grazing presents an incredible opportunity for the sheep industry to grow and expand domestic production and consumption.

I have attached a short flyer that expands on the landscape of solar grazing and its benefits for your reference.

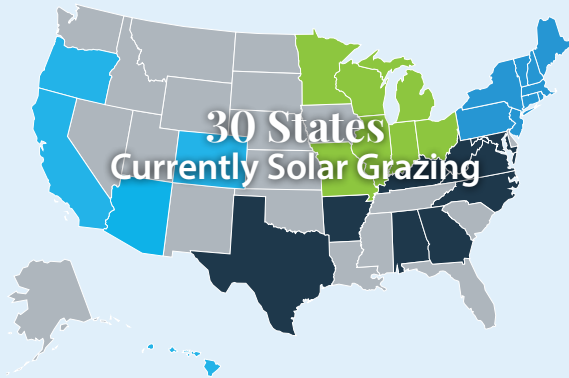
Thank you for your time. Please feel free to contact me for any further information or questions you may have.

Kind regards,

Kevin Richardson  
Senior Director  
American Solar Grazing Association  
(909) 499-7692  
[www.solargrazing.org](http://www.solargrazing.org)

# Landscape of Solar Grazing in the United States

Results from the first U.S. Solar Grazing Census:



129,260.75 ACRES

113,050 SHEEP

506 SOLAR SITES

MIDWEST	NORTHEAST	SOUTH	WEST
6,852 ACRES	4,600.5 ACRES	87,080 ACRES	30,728.25 ACRES
13,254 SHEEP	13,274 SHEEP	61,981 SHEEP	24,541 SHEEP
148 SITES	145 SITES	109 SITES	104 SITES

## Why did you begin solar grazing?

Respondents were motivated by the **financial & environmental benefits** of solar grazing to join the movement.

Learn more about the Census results at:  
<https://solargrazing.org/census/>



## Join ASGA Today!

ASGA brings together a powerful community of farmers, solar developers, researchers, and innovators who are building the future of sheep farming and solar energy.

### Farmer and Enthusiast Memberships

If you're an individual, whether a farmer or solar grazing enthusiast, join our exclusive members network to access key solar grazing resources and connect with others in the agrivoltaics world.

### Corporate Memberships

Join our unique online community that brings together farmers and solar industry leaders. Your membership includes access to key solar grazing resources for your team. By joining ASGA, you will be directly supporting educational programming and resources for farmers and ranchers.



[solargrazing.org/join/](https://solargrazing.org/join/)



# SOLAR GRAZING

A New Vision for Farming & Energy in America



ASGA

The American Solar Grazing Association:  
A farmer-founded and farmer-led organization  
that supports and promotes solar grazing.

## About ASGA

The American Solar Grazing Association is the first farmer-focused agrivoltaics organization in the United States, and the strongest and largest one globally. We are growing fast with over...

1000+ members in 45 states

### Our purpose:

#### Supporting farmers to become thriving solar graziers

- Live virtual educational events, peer-to-peer mentoring, and 1:1 support sessions

#### Developing solar grazing training programs and resources

- Farmer training through our *Certification for Solar Grazing Training Program*

#### Documenting and establishing the best practices for solar grazing

- 5+ years of educational recordings on every aspect of solar grazing

#### Promoting and growing solar grazing throughout the U.S.

- Exclusive membership network with solar grazing map to connect farmers and solar developers

## How It Works

ASGA has developed **best practices** guidance to help:

**SOLAR DEVELOPERS** - design for grazing compatibility and establishing partnerships with graziers

**GRAZIERS** - manage livestock on solar sites, including human and animal safety

**COMMUNITY MEMBERS & POLICY MAKERS** - navigate unique benefits & challenges of solar grazing

Best practices cover:



Policies & Incentives



Design & Construction



Operation & Management



Partnerships & Outreach

Learn more about best practices for solar grazing at: <https://solargrazing.org/best-practices/>

## The Benefits of Solar Grazing

ENVIRONMENTAL / FINANCIAL / DIVERSITY / OPERATIONAL / PARTNERSHIPS / LIVESTOCK HEALTH / LAND STEWARDSHIP / RESEARCH / AG BENEFITS / PUBLIC RELATIONS / FARM VIABILITY

*“There’s so much opportunity here.” – Daniel Dotterer, solar grazier and farmer*

### AGRICULTURE

- Solar grazing **keeps farmland** in farm production
- Solar grazing allows farmers to create **new income** streams by managing vegetation on solar sites while producing agriculture at the same time
- Solar grazing provides **access to land** for farmers in areas where farmland is unaffordable

### SOLAR COMPANIES

- Sheep grazing provides **better vegetation management** and performance than mowing while reducing costs
- Graziers are the face of solar projects to communities during permitting/operations and **engage farming communities**
- Farmers **benefit operations** by being your eyes & ears on sites

### LAND/ENVIRONMENT

- Grazing sheep for vegetation management under solar panels **reduces emissions** from mowing
- Grazing sheep can help restore and improve the **soil health** and **carbon sequestration**

*“We need agriculturalists involved in the solar industry and sheep are custom made to graze under these panels.”*  
– Ryan Indart, rancher and solar grazier



2/11/2025



# HICKS

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# PARTNERS

Public Relations | Government Affairs | Business Development



# ABOUT US



*Hicks Partners, LLC is a multidisciplinary business consulting firm.*



**Government  
Affairs**



**Public  
Relations**



**Economic  
Development**



**Grant  
Writing**





# ABOUT US



**Brian Hicks**



**Keith Conroy**



**Savannah Allen**



**Mallory Bailey**



**Lakyn Williams**



**Anthony Jones**

2/11/2025

103

3



# www.FairfieldGrants.org



Fairfield County Grant Portal

GRANT ALERTS

START AN APPLICATION

POINT OF CONTACT (POC) DESIGNATION

ANNOUNCEMENTS

CONTACT US

## Fairfield County Grant Portal

No cost grant writing services for Cities, Villages, and Townships located in Fairfield County. The Fairfield County Commissioners have selected Hicks Partners to provide grant writing services for communities located in Fairfield County.

REGISTER FOR GRANT READINESS WEBINAR HERE

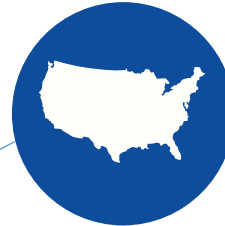
2/11/2025  
Review Available Grants

Start Grant Process

Point of Contact Designation <sup>104</sup>



# TYPES OF GRANTS



Federal



State



Foundation &  
Corporate



# Program Highlights



## 2024 Overview

- 2024 Support - Application Overview:
  - 30 Submitted
  - 13 Withdrawn
  - 17 Consultations
- Total Awarded: \$899,085, 3 grants pending, totaling \$95,002

## Since Inception

- Total Awarded: \$3,407,585
- Communities and Organizations Touched:
  - Amanda
  - Baltimore
  - Basil Fire Dept
  - Bern Fire Dept
  - Bloom Township
  - Bremen
  - Carroll
  - Carroll Police Dept
  - Clearcreek Fire Dept
  - FC Clerk of Courts
  - FC Dog Kennel
  - FC Domestic Relations Court
  - FC Engineer
  - FC EMA
  - FC Family, Adult & Children First Council
  - FC Health Dept
  - FC Land Bank
  - FC Park District
  - FC Regional Planning
  - FC Sheriff's Office
  - FC Workforce Center
  - Fairfield Medical Center
  - Police Dept
  - Greenfield Township
  - Greenfield Twp Fire Dept
  - Hocking Township
  - Lancaster
  - Liberty Township
  - Madison Township
  - Millersport
  - Pickerington
  - Pleasant Township
  - Pleasant Twp Fire Dept
  - Pleasantville
  - Richland Township
  - Richland Twp Fire Dept
  - Sugar Grove
  - Thurston
  - Violet Township
  - Violet Twp Fire Dept
  - Walnut Township



# Insights and Successes



- Fire Grants Always Popular
- Park and Trail grants remain popular:
  - Public outreach requirements
  - Hicks Partners assisted in developing questionnaire, creating online portal, analyzing results, and creating agendas
- Body Camera grants lots of interest
- Increased number of grants for Fire and Law Enforcement Agencies, including new agencies that haven't utilized this program



# 2025 Activity



- JobsOhio Vibrant Communities Grant - Up to \$1 Million for eligible villages, which include: Amanda, Baltimore, Thurston, Pleasantville
- USDA Grant Application - After receiving useful feedback, we hope to build off previous application to resubmit in 2025
- Growth Areas- Continue to increase engagement with communities and organizations in the County
- Grants Submitted in 2025: 7 grant applications submitted in 2025
- Current Open Grants in 2025: Actively working on 5  
In discussion/waiting for grant to open: 8



# HICKS

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## PARTNERS

**Keith Conroy, Vice President**

**Office:** (614) 221-2800

**Mobile:** (614) 432-0945

**Email:** [Keith.Conroy@HicksPartners.com](mailto:Keith.Conroy@HicksPartners.com)

**Address:** 10 W. Broad Street, Ste. 200  
Columbus, Ohio 43215

*let's connect* →



[www.HicksPartners.com](http://www.HicksPartners.com)



[info@HicksPartners.com](mailto:info@HicksPartners.com)



Hicks Partners, LLC



@HicksPartners



Hicks Partners, LLC

## Fairfield County Pending Grants

Applicant	Project Status	Agency	Grant Name & No.	Grant Amount	Due Date	Won - Lost
Basil FD	Submitted	FEMA	AFG Grant	\$167,547	12/20/2024	TBD
Bern Twp Fire Dept	Submitted	FEMA	AFG Grant	\$40,000	12/20/2024	TBD
Bern Twp Fire Dept	Submitted	OH DOC	Firefighter Equipment Grant	\$15,000	1/31/2025	TBD
Bern Twp Fire Dept	Submitted	OH DOC	Firefighter Training Reimbursement Grant	\$3,000	1/19/2025	TBD
Bloom Twp Fire De	Submitted	OH DOC	Firefighter Equipment Grant	\$15,000	1/31/2025	TBD
Carroll	Submitted	BWC	Body Camera Grant	\$11,099	11/20/2024	TBD
County Commissioners	Submitted	CyberOhio	Software/ServiceCyberOhio Local Government Grant Program.	\$20,000	9/16/2024	TBD
County Commissioners	Submitted	America 250-Ohio Commission	America 250-Ohio Grant	\$5,000	1/30/2025	TBD
Domestic Relations Court - Visitation Center -	Submitted	DOJ	OVW Fiscal Year 2025 Justice for Families Program O-OVW-2025-172266	\$600,000	1/22/2025	TBD
Greenfield FD	Submitted	FEMA	AFG Grant	\$550,000	12/20/2024	TBD
Lancaster	Submitted	CyberOhio	.gov Domain MitigationCyberOhio Local Government Grant Program.	\$4,977	9/16/2024	TBD
Millersport	Submitted	AG-BWC	Body Camera Grant	\$24,000	11/20/2024	TBD
Sheriff's Office	Submitted	OH Criminal Justice Services AG-BWC	<a href="#">Body Worn Camera Grant</a>	\$52,987	11/20/2024	TBD
Sheriff's Office-South-Central Ohio Major Crimes Unit	Submitted	OH Criminal Justice Services	RecoveryOhio Law Enforcement Fund Grant	\$86,000	1/6/2025	TBD
Workforce Center	Submitted	ODJFS	Ohio Registered Apprenticeship Incentive Program	\$124,080	1/30/2025	TBD
Workforce Center	Submitted	ODE	Business Advisory Council Grants	\$10,000	2/5/2025	TBD

\$1,453,156

## Fairfield County Successfully Awarded Grants

<b>Applicant</b>	<b>Agency</b>	<b>Grant Name &amp; No.</b>	<b>Due Date</b>	<b>Won - Lost</b>	<b>Funded Amt</b>
Baltimore	ODNR	Land & Water Conservation Fund program	11/15/2023	Funded	\$ 203,200
Baltimore	Ohio BWC	Body Armor Grant	2024	Funded	\$ 2,265
Baltimore	OH Dept Commerce	Cemetery	7/31/2023	Funded	\$ 2,500
Baltimore	Fairfield County Foundation	Edward N. Sands Fund Grant	12/1/2024	Funded	\$ 13,000
Basil FD	ARPA (OH)	First Responder Wellness, Recruitment, Retention and Resilience	6/17/2022	Funded	\$ 36,000
Basil Fire Dept	Ohio OBM	Ambulance Transportation Grant (ARPA)	6/22/2023	Funded	\$ 20,000
Bremen	ODOD - CDBG	Neighborhood Revitalization	6/20/2024	Funded	\$ 750,000
Bremen	Ohio BWC	Safety Grant	2/12/2024	Funded	\$ 34,992
Clearcreek Fire Dept	ODNR	Volunteer Fire Assistance Grant	1/13/2023	Funded	\$ 4,701
Clearcreek Fire Dept	Ohio OBM	Ambulance Transportation Grant (ARPA)	6/22/2023	Funded	\$ 20,000
Clearcreek Fire Dept	Ohio Dept of Commerce	MARCS Grant	10/15/2023	Funded	\$ 4,020
Clearcreek Fire Dept	OH Dept Commerce	MARCS Grant	11/11/2022	Funded	\$ 1,320
Family, Adult and Children First Council (FACFC)	OH Childrens Trust Fund	OCTF Early Childhood Safety Grant	2/10/23	Funded	\$ 200,000
Family, Adult and Children First Council (FACFC)	OH Childrens Trust Fund	Statewide Child Abuse and Neglect Prevention Programs Funding Opportunity	5/10/23	Funded	\$ 150,000
FC Dog Kennel	Ohio BWC	Safety Grant	7/15/2023	Funded	\$ 40,000
Greenfield FD	ARPA (OH)	First Responder Wellness, Recruitment, Retention and Resilience	6/17/2022	Funded	\$ 45,978
Greenfield FD	FEMA	AFG Grant	2/10/2023	Funded	\$ 134,676
Greenfield FD	Ohio OBM	Ambulance Transportation Grant (ARPA)	6/22/2023	Funded	\$ 20,000
Landbank	ODOD	Demo & Site Revitalization (18)	2/4/2022	Funded	\$ 500,000

Landbank	ODOD	Brownfield Grant	2/4/2022	Funded	\$ 278,617
Liberty Twp		South Central Power Foundation	9/30/2024	Funded	\$ 5,000
Madison township	ODOT	Safety Sign Grant Program	6/7/2024	Funded	\$ 10,866
Millersport	ODNR	NatureWorks 2023	6/1/2023	Funded	\$ 19,152
Millersport	Ohio BWC	Safety Grant	7/15/2023	Funded	\$ 18,631
Sheriff's Office	Ohio Arts Council	Arts Grant	7/31/2023	Funded	\$ 4,750
Sugargrove	ODOD - CDBG 2023	Critical Infrastructure	6/15/2023	Funded	\$ 500,000
Thurston	ODNR	NatureWorks	7/15/2022	Funded	\$ 22,827
Thurston	OH Dept Commerce	Cemetery	7/31/2023	Funded	\$ 2,500
Thurston	Ohio BWC	Safety Grant	11/15/23	Funded	\$ 1,100
Walnut Twp	ODNR	NatureWorks 2024	6/1/2024	Funded	\$ 17,962
Walnut Twp	Ohio BWC	Safety Grant	1/5/2024	Funded	\$ 8,000
Workforce Center	ODOT	Workforce Mobility Partnership Program	LOI 4/19/2024 Full 7/12/2024	Funded	\$ 75,000
Workforce Center	ODOD	Industrial Sector Partnership Grant	9/29/2023	Funded	\$ 120,000
Workforce Center (and Fairfield ESP)	Ohio Dept of Public Safety	Creating Opportunities for Driver Education (CODE) Grant	12/15/2023	Funded	\$ 100,958
Workforce Development Board & Hocking College	Fairfield County Foundation	Martens Grant	4/1/2023	Funded	\$ 57,569

\$ 3,425,584

Dear Commissioner Levacy,

My name is Isaac Berry. I was the one that asked the rhetorical question. Are you corrupt, paid, or lazy? That was not the point I was trying to make. This was not meant as an attack on you but came out that way. I have heard great things about you through one of your employees at the Marina. I respect you as a man and a human. I am not a public speaker; I am a farmer. I could have worded it a lot better to make my point. I sincerely apologize for that.

The point I was trying to make was to ask why if 12 out of 13 townships have voted against industrial solar projects, do you not oppose it as well. Most importantly, Walnut township where this project will take place does not want it. We need you to represent the people of Fairfield County! We need your help to stand with the majority of Fairfield County and Walnut township.

I do not represent Citizens for Fair Fields. I agree with everything they stand for, but I am speaking for myself and not as a representative of their group. I do not want my poor choice of words to reflect on the group.

Again, my comments were not directed to you as a man but as a county commissioner. I meant no disrespect. I am just very passionate about what the result of this project will do to the future of our farm and to my children. I am not politically correct and choose words and a manner that did not come out the right way.

I pray for you and the leaders of this county to seek God first in all your work. Thank you for your work as a commissioner. Thank you for your time.

Sincerely,  
Isaac Berry

740-407-9539 is my number, if you'd like to talk in person.  
God Bless.

REGULAR AGENDA #6 - 2025  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
FEBRUARY 11, 2025

AGENDA FOR TUESDAY, FEBRUARY 11, 2025

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for February 4, 2025
- Commissioners
- 2025-02.11.a      A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 013-00285-00 for the Stringtown Road Culvert Replacement Project (FAI-TR273-3.315) [Commissioners]
- Fairfield County Economic & Workforce Development
- 2025-02.11.b      A resolution authorizing the First Amendment to the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners. [Economic & Workforce Development]
- Fairfield County Emergency Management Agency
- 2025-02.11.c      A resolution to request for appropriations for receipts for EMA Central Ohio Trauma System Grant Award Fund 2090 and advance (8221) [EMA]
- Fairfield County Engineer
- 2025-02.11.d      A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle [Engineer]
- 2025-02.11.e      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services. [Engineer]
- 2025-02.11.f      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for compensation and damages [Engineer]
- Fairfield County Family and Children First Council
- 2025-02.11.g      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council [Family and Children First Council]

Fairfield County Job and Family Services

- 2025-02.11.h A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018 [JFS]
- 2025-02.11.i A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]
- 2025-02.11.j A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Transportation Paid to Lancaster-Fairfield Public Transit, Fund #2599, Workforce Fund [JFS]

Fairfield County Regional Planning Commission

- 2025-02.11.k A Resolution to Approve a Change Order #2 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project. [Regional Planning Commission]
- 2025-02.11.l A resolution to approve the Replat of Valley View Farms, Section 1 Lots 6 & 7 [Regional Planning] [Regional Planning Commission]

Payment of Bills

- 2025-02.11.m A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The next Regular Meeting is scheduled for February 18, 2025, 9:00 a.m.

Adjourn

**Regular Meeting #5 - 2025**  
**Fairfield County Commissioners' Office**  
**February 4, 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; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Deputy JFS Director, Heather O'Keefe; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; and Health Department Director, Joe Ebel. Also, in attendance were: Bryan Everitt, Frank Uhl II, Kris Keller, Louise Pence, Teresa Speakman, Terry Horn, Mary Hutton, Pamela Hutton, Betsy Alt, Cheryl Tatusko, Breg Tatusko, Amanda Everitt, Janet Duncan, Sherry Pymer, Wayne Harris, Barg Martin, Frank Martin, Judy Zollinger, Bill Krusling, Christina Hill, Patricia Hill, Lisa Thomas, Nick Cavalaris, Lori Sword, Betty Bennett, George Bennett, Brad Berry, Isaac Berry, Alan Turnbull, Melissa Hoover, Tim Knisley, Mike Connor, Chris Douglas, and Joe Ebel.

Virtual attendees: Lisa Dan, Karshner, Scott Barr, Jane Harf, Chris Snider, Shelby Hunt, Nicole Schultz, Bill, Deborah, EM, Jennifer Morgan, MB,

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance and speaking about the purpose of the evening meeting, which is to allow those who are unable to attend during the day the opportunity to attend meetings in the evening.

**Budget Update, End of Year, Bart Hampson**

Mr. Hampson spoke about the county's 2024 end of year financials and the General Fund's revenue and expenses. A PowerPoint was provided and is available in the meeting minutes which provided the end of year numbers, a financial trend analysis, and a financial dashboard with a General Fund budget overview. Mr. Hampson explained the revenue categories, provided the annual sales tax amount, and spoke about the expense categories. Charts were provided with percentages for revenues and expenditures. He added that the finance team continues to analyze financial data to ensure the county is meeting its goals and stated that the county continues to experience a strong return on investment revenue. Mr. Hampson also stated that the sales tax revenue decreased in 2024 due to a decrease in auto sales and that \$6,000,000 went to the capital improvement fund for one time expenditures.

Commissioner Fix stated his appreciation for Mr. Hampson and for Staci Knisely for their outstanding work.

Commissioners Davis and Levacy echoed Commissioner Fix's sentiments and thanked Mr. Hampson for his presentation.

**Public Comments**

Melissa Hoover-Conner of Walnut Township stated that the American Farmland Federation Bureau published that industrial solar is not a suitable use for land that is suitable for agriculture. She asked the Commissioners to write a letter to the Ohio Power Siting Board (OPSB) against the Eastern Cottontail Project.

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Frank Uhl II of Christmas Rock Road spoke in support of the Eastern Cottontail solar project because he believes it creates jobs and protects the land from development.

Craig Tatusko stated he is part of the Eastern Cottontail project and attended the OPSB public hearing and was offended by the way the Fair Fields group conducted themselves. He added that there is an option for the land besides keeping it as farmland or using it for industrial solar power, and that would be developing the land for residential, commercial or industrial use.

Cheryl Tatusko stated she is part of the Eastern Cottontail project and attended the OPSB meetings and was also disappointed by the behavior of the Citizens for Fair Fields. She added that individuals who had leased their land were visibly shaken. She read a letter from someone who leased their land for industrial solar and who has been repeatedly slandered for three years. The letter also spoke about misinformation regarding industrial solar.

Betsy Alt of Baltimore thanked the Commissioners for attending the OPSB meetings and spoke about the behavior of those who opposed the solar project. She stated her support for the Eastern Cottontail project.

Wayne Harris of Pleasantville asked the Commissioners to deny Eastern Cottontail and all other solar projects in the county. He added that he does not believe the County, schools, and communities will receive tax benefits/revenue from the projects.

Mary Hutton of Baltimore stated she is a property owner who supports Eastern Cottontail and leased her land to the solar project.

Louise Pence of Columbus owns land near the proposed project and believes in good stewardship of land. She spoke in opposition to the project and feels it would be detrimental to the current landscape.

Pam Hutton of Baltimore stated she is a landowner who has leased her land to the project. She thinks it is important to look for alternative sources of energy and is worried that this does not give a good image of our community and that businesses may avoid the county if they feel it is not conducive to development.

Janet Duncan of Pleasantville stated that she believes there is a difference between misinformation and different information. She spoke about a solar farm in California that stopped in its eleventh year of operation and added that she fears we are investing in 8 tracks when we already have streaming music. She requested a denial of Eastern Cottontail as well as any other industrial solar project in the county.

Christopher Douglas of Pickerington stated his support for the Eastern Cottontail project and stated that there are risks in the air we breathe and the water we drink but that he believes the future will be better if we invest in alternative energy sources.

Francis Martin of Walnut Township stated that he lives across the street from the proposed Eastern Cottontail project. He stated that property rights should be equal for all owners and should end when they negatively impact neighbors. He asked the Commissioners to have a strong united front against the Eastern Cottontail project.

Chris Keller of Deep Cut Road stated he has concerns regarding property rights and added that if land is developed, it is never again farmland. He spoke about climate change and added that solar energy may provide a solution. He spoke about people who stated that solar panels should be

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installed on roofs of large facilities and added that roofs would need reengineered to support solar panels.

Amanda Everitt, the Executive Director of Destination Downtown Lancaster, stated her support for the Eastern Cottontail project. She added that the project would be good for local businesses, especially those that look for clean energy options.

Teresa Speakman of Lancaster stated that alternatives are needed for energy and added that grazing sheep will enrich the land, and the project will bring jobs and money to the area.

Bill Krusling from Albany, Ohio stated he is a sheep farmer and has been rotationally grazing livestock for 35 years. We do our machinery dealings locally and sell our sheep to a local group. Sheep farming has not been taken over by large businesses. He added that he hopes to have his sheep on the property. He stated that the project should not be viewed as either agricultural or solar, but as both.

Tim Kneisley of Cattail Road spoke in opposition to the solar project. He stated that he thinks all the elected officials should be on the same page and protect Walnut Township.

Brad Berry of Pleasantville stated he has lived in Fairfield County his entire life and the farm has been in his family for 200 years and 8 generations. He stated the watershed from the project will come onto his farm where he raises both crops and livestock. He started direct marketing off his farm after working two jobs for 25 years and is concerned about the impact the solar project will have on that business.

Mary Berry of Pleasantville stated that energy that runs into fields and ruins family businesses is not clean energy. She spoke about the disposal issues with lithium and solar batteries and added that she does not believe the solar project will be good for Fairfield County.

Lori Sword of Hampson Road stated that landowners must follow strict guidelines for developing their own land but thinks the solar companies don't have to go through as many hoops. She added that many of the people speaking in support are not from the area. She knows property values will go down because she is a real estate agent. She added that her grandchildren live near the proposed solar project and that she is concerned about their health.

Barb Martin of Pleasantville has lived in Fairfield County for 30 years and moved to Walnut Township so she could be surrounded by farmland. She is directly adjacent to the proposed land. Many of the people in support are not from Walnut Township or even Fairfield County. The jobs created by these projects are only for the construction of the project. She thanked Commissioner Fix for writing a letter to oppose the project and asked Commissioner Levacy to also write a letter.

Issac Berry of Pleasantville stated the noise from the project would be difficult for his cattle. He added that the country will experience food shortages by 2050, and we should be focusing on the next generation.

Alan Turnbull of Pleasantville stated he is in favor of the Eastern Cottontail project and that this allows land to be preserved for future farm use.

Jim Shelf of Pleasant Township stated he drives through the project area frequently and is in favor of the project. He added that 20% of the farmland in the United States is used to grow corn for ethanol production and that corn is not safe for consumption. He further added that solar technology is better today than it was 10 years ago and continues to improve.

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Annalise Berry of Pleasantville stated that the decision regarding Eastern Cottontail will affect her future. She is involved with her family's farm and raises sheep on that farm. Sheep are afraid of sounds. The pounding of the posts will be traumatic for the sheep and that will affect the quality of the meat.

Sherry Pymmer of Walnut Township spoke about visiting the Yellow Bud project and the small numbers of workers at the project. She also spoke about the wet fields and cracked panels at that project. She asked the Commissioners to ask the OPSB to deny the Eastern Cottontail project.

Mike Connor of Pleasantville stated that he feels his wife has been respectful when addressing others about the Eastern Cottontail project and added that he is opposed to the project. He believes local zoning is being denied, and that the project will cause harm to wildlife and the water supply, and cause construction and safety issues. He asked the Commissioners to unanimously oppose the project.

Allison Barrick of Millersport stated she lives ¼ mile from the project and asked the Commissioners to write a letter of opposition to the OPSB. She added that there are 138 homes within 15 feet of the proposed Eastern Cottontail solar project and 257 homes within .5 mile. She believes the land is too populated to accommodate a project this size. She is not against diversifying our energy sources but thinks we do not need this project. She asked Commissioners Levacy and Davis to oppose the project.

Betty Bennett of Somerset Road stated that her way of life has already been affected by the project. She asked the commissioners to oppose the Eastern Cottontail project.

Lisa Thomas of Pleasantville moved to the area unaware of the proposed Eastern Cottontail project and added that the conflict over the project has made her an angry person. She urged the Commissioners to oppose the project.

Commissioner Fix thanked everyone except one for the way they conducted themselves and for being respectful. He added that the comment made by the one person regarding Commissioner Levacy was disrespectful and that he does not know a single person who has more integrity than Commissioner Levacy.

Commissioner Davis spoke about the effect on the Commissioners of stating incorrect things about their character.

Commissioner Fix called a 7 minute recess at 8:43 p.m.

**Legal Update**

There was no legal update provided.

**County Administration Update**

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

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**Week in Review**

*New Security Staff at the Administrative Courthouse*

Beginning yesterday, February 3<sup>rd</sup>, the Administrative Courthouse will have a new security presence. We are happy to have Deputy Andy Roberts working in the building and want to thank Sheriff Lape for helping us fill this role.

*County Elected Official and Department Head Roundtable*

The first Roundtable meeting for 2025 is scheduled for February 25 from 1-4:00 pm at the Agricultural Center. We will be reviewing the final draft of the 2025-2028 strategic plan.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 17 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution to approve an Expedited Type II Annexation of 5.08 Acres from Pleasant Township to the City of Lancaster. David Hodge is the agent for the petitioner. This petition involves the Blue Label Packaging Company property.
- We have two resolutions authorizing advances from the General Fund to CDBG Funds. One for \$392,500 for the FY2023 CDBG Critical Infrastructure Fund and \$500,000 for the FY2024 CDBG Allocation Grant.
- A resolution approving funding from – Domestic Relations Special Projects Fund to the Visitation Center Fund.
- A resolution from Economic and Workforce Development to approve a Revolving Loan Fund for the Creative Coach Co. The loan is in the amount of \$75,000 for a term of five years. This will allow for the purchase of a motorcoach.
- A resolution from the Engineer's Office to approve an agreement between that office and CTL Engineering, Inc. for construction inspection and testing services.
- A resolution from JFS authorizing a shared family foster home agreement between Fairfield County Child Protective Services and Perry County Children Services.
- A resolution approving a Memorandum of Understanding between JFS and Family and Children First Council for fiscal services.
- A resolution approving a service agreement extension between the Fairfield County Sheriff's Office and the City of Canal Winchester. This agreement is for law enforcement and jail services.
- And a resolution from MCU for an advance from the General Fund for \$75,000 to be paid back by the end of 2025. MCU received a Violent Crime Reduction Grant, and the advance is necessary to allocate monies to pay vendors in a timely fashion.

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**Budget Review**

No additional budget information was provided.

**Calendar Review/Invitations Received**

*Bennett Niceswanger provided an invitation received for the Ribbon Cutting for the ClearSky Rehabilitation Hospital of Lancaster. The Ribbon Cutting would be February 12, 2025, 4:00 p.m., at 1201 River Valley Blvd. in Lancaster.*

*Informational Items*

- US 33 Stakeholder Meeting, Wednesday, February 5, 2025, 1:30 p.m. in the Commissioners' Hearing Room
- MCJDC Board of Trustees Meeting, Friday, February 7, 2025, 9:00 a.m. at 923 Liberty Dr., Lancaster, OH
- MCJDC Joint Board of Commissioners Meeting, Friday, February 7, 2025, 10:30 a.m. at 923 Liberty Dr., Lancaster, OH
- Invitation from Center for Energy Education to the Utility-Scale Solar Workshop, Tuesday, February 18, 2025, 4:00 p.m. at the Lancaster Masonic Temple, 224 S. High St., Lancaster, OH
- Invitation from the Ohio Chamber of Commerce 2025 Annual Housing Summit, Thursday, February 20, 2025, 8:30 a.m. at the Ohio Statehouse
- Invitation from CCAO to attend the Legislative Reception, Tuesday, February 25, 2025, 5:00 p.m. at the Ohio Statehouse Atrium

**Correspondence**

- Correspondence Regarding Industrial Solar Project
- Correspondence Regarding Property Taxes
- Lancaster Law Director & City Prosecutor 2024 Annual Report
- Letter from Corey Schoonover, Executive Director of Fairfield Area Humane Society, regarding the 2025 Humane Officer stipend
- 2024 Law Enforcement Trust Fund Reports from the Fairfield County Prosecutor and Fairfield County Sheriff

**Updates from Elected Officials and Department Heads**

Clerk of Courts, Branden Meyer, thanked Mr. Kochis for his assistance with an incident at the Fairfield Center earlier that day.

Auditor Brown thanked Transit and the Commissioners for approval of the organ donation advertisement. She stated that her office will send correspondence with updates for the Homestead Program, and the website has updates to the tax estimator tool allowing people to voice concerns. She added the February's map of the month is for the 8 presidents that hail from Ohio and area schools are already requesting copies of the map.

Mr. Szabrak spoke about the ClearSky rehabilitation facility and their upcoming grand opening.

Mr. Ebel stated that hospitals are seeing a lot of influenza.

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Mr. Kochis spoke about the damage at the Fairfield Center and added that the driver was fully insured. There will be about 20 feet of frontage that will have to be removed, but there was not any apparent structural damage.

Commissioner Davis spoke about the solar array field at the BMV in Lancaster and suggested the requests for proposals are ready in case the window of cost reductions is met.

Mr. Neeley stated that the new badge readers act differently and are still being verified.

Mr. Clark spoke optimistically about the Governor's budget.

**Old Business**

Commissioner Davis stated he attended the OPSB public hearings. He added that he received a notice from the OPSB that he was not required to attend the hearings or the evidentiary hearings, but did attend the public hearings and will attend the evidentiary hearings.

Commissioner Levacy attended the OPSB meeting on Monday when most speakers were heard.

Commissioner Fix attended the Silicon Heartland meeting for officials located within a certain radius of Intel where Fairfield County was commended for being a model in creating a land use plan. He added that he will be attending the Greenfield Township zoning meeting.

**New Business**

Commissioner Davis stated he was invited to the Yellow Bud project and added that it was an informative tour.

Commissioner Fix read the letter into the record that he submitted to the OPSB. He spoke about the Village of Thurston's desire to grow, and the Eastern Cottontail project will be very close to that growth and will prevent future development in that area.

**Regular (Voting) Meeting**

The Commissioners continued to the Voting portion of the meeting 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; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Deputy JFS Director, Heather O'Keefe; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; and Health Department Director, Joe Ebel. Also present were: Bryan Everitt, Frank Uhl II, Kris Keller, Louise Pence, Teresa Speakman, Terry Horn, Mary Hutton, Pamela Hutton, Betsy Alt, Cheryl Tatusko, Breg Tatusko, Amanda Everitt, Janet Duncan, Sherry Pymer, Wayne Harris, Barg Martin, Frank Martin, Judy Zollinger, Bill Krusling, Christina Hill, Patricia Hill, Lisa Thomas, Nick Cavalaris, Lori Sword, Betty Bennett, George Bennett, Brad Berry, Isaac Berry, Alan Turnbull, Melissa Hoover, Tim Knisley, Mike Connor, Chris Douglas, and Joe Ebel.

Virtual attendees: Lisa Dan, Karshner, Scott Barr, Jane Harf, Chris Snider, Shelby Hunt, Nicole Schultz, Bill, Deborah, EM, Jennifer Morgan, MB,

**Announcements**

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There were no additional announcements.

**Approval of Minutes for January 28, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 28, 2025, meeting.

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 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:

2025-02.04.a      A Resolution to Approve the Annexation of 5.8 +/- Acres from Pleasant Township to the City of Lancaster, Expedited Type II, Pursuant to ORC 709.023, David Hodge Petitioner

2025-02.04.b      A resolution authorizing the approval of an advance from the General Fund to the FY2023 CDBG Critical Infrastructure Fund # 2788, Sub fund# 8334

2025-02.04.c      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

2025-02.04.d      A resolution to appropriate from unappropriated into a major expense category and request for an advance from the general fund for fund #2788 for FY2024 CDBG Allocation Grant

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Domestic Relations Court**

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 Domestic Relations Court:

2025-02.04.e      A resolution approving funding from – Domestic Relations Special Projects Fund # 2625 to Visitation Center Fund # 1001; appropriate from unappropriated Special Projects Fund

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution 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 resolution from Fairfield County Economic & Workforce Development:

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2025-02.04.f      A resolution to approve loan documents to fund Creative Coach Co. as a  
Fairfield County Revolving Loan project

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 Engineer**

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 Engineer:

2025-02.04.g      A resolution to approve an Agreement between Fairfield County and CTL  
Engineering, 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 Facilities**

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 Facilities:

2025-02.04.h      A Resolution to approve a Contract Amendment between Steed Hammond  
Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County  
Commissioners

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 Job and Family Services**

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 Job and Family Services:

2025-02.04.i      A resolution to approve a memo exp./ memo receipt for the costs of  
Transportation paid to Lancaster-Fairfield Public Transit as a memo  
expenditure for fund# 2018 Public Assistance Fund

2025-02.04.j      A resolution to approve a memo exp./ memo receipt for the costs of  
Transportation paid to Lancaster-Fairfield Public Transit as a memo  
expenditure for fund# 2599 Workforce Fund

2025-02.04.k      A resolution to approve a memo exp./ memo receipt for the costs of Birth  
Certificates paid to Fairfield County Health Departments as a memo  
expenditure for fund# 2072 Public Children's Services

2025-02.04.l      A resolution regarding a Memorandum of Understanding between the  
Fairfield County Family and Children First Council and Fairfield County  
Job and Family Services

2025-02.04.m      A resolution authorizing the approval of a Shared Family Foster Home

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Agreement by and between Fairfield County Job & Family Services, Child  
Protective Services Division and Perry County Children Services

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 Sheriff**

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 Sheriff:

2025-02.04.n      A resolution authorizing the approval to extend service agreements by  
and between Fairfield County Sheriff's Office and the City of Canal  
Winchester

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from South Central Major Crimes Unit**

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 Utilities:

2025-02.04.o      A resolution authorizing the approval of an advance from the general fund  
to MCU – Fund 7911 Violet Crime Reduction Grant 2024

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Transit**

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 Utilities:

2025-02.04.p      A resolution to approve a memo exp./memo receipt for the costs of flood  
insurance premiums effective 8/1/2024 paid by general fund during  
Transit transition as a memo expenditure for Fund #1246 Transit Fund

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:

2025-02.04.q      A resolution authorizing the approval of payments of the vouchers without  
appropriate carry-over purchase orders and the cash disbursement for all  
departments that are approved by the Commissioners

Roll call vote of the motion resulted as follows:

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

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The Commissioners and Ms. Cordle thanked deputies Hedrick and Romine for being in attendance.

**Adjournment**

With no further business, On the motion of Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:18 p.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, February 11, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

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Motion by: David Levacy	Seconded by: Steve Davis
that the February 4, 2025, minutes were approved by the following vote:	
YEAS: David Levacy, Steve Davis, and Jeff Fix	NAYS: None
ABSTENTIONS:	
*Approved on February 11, 2025	

_____ Jeff Fix Commissioner	_____ Steve Davis Commissioner	_____ David Levacy Commissioner
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Rochelle Menningen, Clerk

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**A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 013-00285-00 for the Stringtown Road Culvert Replacement Project (FAI-TR273-3.315)**

**WHEREAS**, the Fairfield County Engineer has determined that a section of Stringtown Road (FAI-TR273-3.315) in Greenfield Township, Fairfield County, Ohio needs improvement with hazard protection and shoulder widening as this section of roadway does not meet any design requirements currently; and

**WHEREAS**, the main purpose of Stringtown Road Culvert Replacement is to replace a deteriorated 48" Corrugated Metal Culvert, along with widening the shoulder, installing guardrail to protect the public from hazards; and

**WHEREAS**, the Board of Fairfield County Commissioners deems it necessary for the Stringtown Road Culvert Replacement Project (FAI- TR273-3.315) to acquire an 0.149± acres perpetual easement as described in the attached Exhibit A, incorporated herein; and

**WHEREAS**, the Fairfield County Engineer has provided to the owners of said property, Charles R. Wagner and Janet B. Wagner a notice of intent to acquire pursuant to Ohio Revised Code Section 163.04, and made a good faith offer to purchase said Easement; and

**WHEREAS**, after the notice was sent, a representative of the Fairfield County Engineer's Office spoke with the owners' son who advised that Mr. Wagner died on December 4, 2023; and

**WHEREAS**, while it is the Engineer's Office's understanding that Mrs. Wagner is willing to convey the requested easement, she only owns an undivided ½ interest of the aforementioned property as Mr. Wagner's interest has not been probated, therefore, Mrs. Wagner cannot convey the entirety of the requested easement to the Fairfield County Commissioners; and

**WHEREAS**, in order for the County to obtain proper title to the requested perpetual easement, it is necessary for the County to proceed with filing a petition to appropriate the aforementioned easement to clear up this title issue; and

**A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 013-00285-00 for the Stringtown Road Culvert Replacement Project (FAI-TR273-3.315)**

**WHEREAS**, as this appropriation is for roadway construction and repair under Ohio Rev. Code 163.06(A) as provided by Section 19 of Article I of the Ohio Constitution, this will be a “quick take” appropriation.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

**Section 1.** That the property be appropriated according to law for the stated purpose, and that application be made to the appropriate Court of this County as provided by Ohio Rev. Code 163.06.

Prepared by: Amy Brown Thompson  
cc: Fairfield County Prosecutor’s Office  
Fairfield County Engineer’s Office

**(EXHIBIT A)**  
**LEGAL DESCRIPTION**  
**1-SH**  
**FAI-TR273-3.315 STRINGTOWN ROAD**  
**CULVERT REPLACEMENT PROJECT**

Situated in the State of Ohio, County of Fairfield, and the Township of Greenfield, being a part of the Northeast Quarter of Section 12, Township 15, Range 19 and being part of a 7.170 acre tract conveyed to Charles R. and Janet B. Wagner, recorded in Deed Volume 303, Page 474, all referenced deeds of record being from the Fairfield County Recorder's Office and being more particularly described as follows:

**Commencing** for reference at a railroad spike found in Stringtown Road (TR-273) at the Southwest corner of the Northwest Quarter of Section 7, Township 15, Range 18, Pleasant Township;

Thence along the west section line of Section 7, and the east section line of Section 12, North 02°20'05" East a distance of 221.88 feet to a point on section line, said point being on the east line of the above mentioned 7.170 acre tract, also being on the west line of a 39.621 acre tract conveyed to Jonathan W. and Laura A. Draney recorded in Official Record 1793, Page 458, being 0.89 feet right of centerline station 174+00.00 of the FAI-TR273-3.315 Stringtown Road Culvert Replacement Project Right-of-way Plat, and said point being the **True Point of Beginning** of tract herein described;

Thence leaving said section line and with a new line thru said 7.170 acre tract **North 87°37'44" West** a distance of **30.89** feet to a 5/8" rebar set 30.00 left of centerline station 174+00.00 of said Right-of-way Plat;

Thence with another new line thru said 7.170 acre tract **North 02°22'16" East** a distance of **75.00** feet to a 5/8" rebar set 30.00 feet left of centerline station 174+75.00 of said Right-of-way Plat;

Thence with another new line thru said 7.170 acre tract **North 24°11'39" West** a distance of **22.36** feet to a 5/8" rebar set 40.00 feet left of centerline station 174+95.00 of said Right-of-way Plat;

Thence with another new line thru said 7.170 acre tract **North 02°22'16" East** a distance of **20.00** feet to a 5/8" rebar set 40.00 feet left of centerline station 175+15.00 of said Right-of-way Plat;

Thence with another new line thru said 7.170 acre tract **North 47°22'16" East** a distance of **14.14** feet to a 5/8" rebar set 30.00 feet left of centerline station 175+25.00 of said Right-of-way Plat;

Thence with another new line thru said 7.170 acre tract **North 02°22'16" East** a distance of **75.00** feet to a 5/8" rebar set 30.00 feet left of centerline station 176+00.00 of said Right-of-way Plat;

Thence with another new line thru said 7.170 acre tract **South 87°37'44" East** a distance of **30.77** feet to a point on the section line and the east line said 7.170 acre tract, being 0.77 feet right of centerline station 176+00.00 of said Right-of-way Plat;

Thence with said section line and east line of said 7.170 acre tract **S 02°20'05" West** a distance of **200.00** feet to the **True Point of Beginning**, containing **0.149** acres more or less and subject to all covenants, easements, and restrictions of record.

It is understood that the parcel of land described contains 0.149 acres, more or less, including the present road occupies 0.095 acres, more or less, and is included in Fairfield County Auditor's Parcel Number 013-00285-00.

Bearings are based on Ohio State Plane Grid Coordinate System, South Zone, NAD83 (2011) and the West line of Section 7 as being North 02°20'05" East, and are used to denote angles only.

All iron pins set are 5/8" diameter by 30" long rebars with yellow plastic caps marked "FCEO SURVEY BOUNDARY". For additional information see said Right-of-way Plat made in conjunction with and considered an integral part of this description.

This description is based on an actual field survey performed by or under the direct supervision of Jeremiah D. Upp, P.E., P.S., County Engineer in July, 2024.

  
Jeremiah D. Upp, P.S. No. 8531

12/11/24  
Date



Prosecutor's Approval Page

Resolution No.

A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 013-00285-00 for the Stringtown Road Culvert Replacement Project (FAI-TR273-3.315)

(Fairfield County Commissioners)

Approved as to form on 2/5/2025 12:07:27 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Resolution No. 2025-02.11.a

A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 013-00285-00 for the Stringtown Road Culvert Replacement Project (FAI -TR273-3.315)

(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 the First Amendment to the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.**

**WHEREAS,** Fairfield County Economic and Workforce Development serves as the administrative and fiscal agent for the Area 20 Workforce Development Board; and

**WHEREAS,** the Area 20 Workforce Development Board was awarded a grant for pre-apprenticeships to help increase the number of registered apprentices in the Area; and

**WHEREAS,** an agreement between Hocking College and the Fairfield County Commissioners was created to provide services as needed for students attending a pre-apprentice program throughout Area 20, resolution 2022.06.21.i; and

**WHEREAS,** an amendment has been made to extend the subgrant agreement by one year; and

**WHEREAS,** the Fairfield County Economic and Workforce Development department recommends the amendment to the subgrant agreement with Hocking College.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

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**Section 1.** That the Fairfield County Commissioners approve the amendment for the subgrant agreement between Fairfield County and Hocking College.

Prepared by: Angel Conrad

**A resolution to authorize the approval of the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.**

**WHEREAS,** Fairfield County Economic and Workforce Development serves as the administrative and fiscal agent for the Area 20 Workforce Development Board; and

**WHEREAS,** the Area 20 Workforce Development Board was awarded a grant for pre-apprenticeships to help increase the number of registered apprentices in the Area; and

**WHEREAS,** an agreement between Hocking College and the Fairfield County Commissioners was created to provide services as needed for students attending a pre-apprentice program throughout Area 20;

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Commissioners approve the subgrant agreement between Fairfield County and Hocking College.

Prepared by: Angel Conrad

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2022

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **22005166 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2023

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OCOUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130  
Revisions: 000V  
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RHOCKING TECHNICAL COLLEGE  
3301 HOCKING PARKWAY  
NELSONVILLE, OH 45764S  
H  
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OCOUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				5665					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
06/10/2022		54970						COMM-ECONOMIC DEV	
NOTES									

PO Requisitioner Name : Angela Renee Conrad

E mail Address : [arconrad@co.fairfield.oh.us](mailto:arconrad@co.fairfield.oh.us)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	WIOA AREA 20 AGREEMENT GL Account: 79783100 - 531170	1.0	EACH	\$154,000.00	\$154,000.00
GL SUMMARY					
79783100 - 531170		\$154,000.00			

Invoice Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_\_/\_\_\_\_/\_\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$154,000.00 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: 06/10/2022

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$154,000.00**

136

2/11/2025

For Department Use ONLY

THIS IS NOT AN AGREEMENT FOR THE PERFORMANCE OF EXPERIMENTAL,  
DEVELOPMENTAL, OR OTHER RESEARCH.

**SFY2022-2023**

**SUB-GRANT AGREEMENT BETWEEN  
OHIO WORKFORCE DEVELOPMENT AREA 21, SUBGRANTOR**

**AND**

**HOCKING COLLEGE, SUBGRANTEE**

This Sub-grant Agreement (Agreement) is between FAIRFIELD COUNTY, a political subdivision of the State of Ohio serving as the Fiscal Agent for the Chief Elected Officials and the Workforce Development Board for Ohio Workforce Development Area 21 (AREA 21) under the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, 29 U.S.C. Sec. 3101 et al and under the Ohio Revised Code Section 5101.20, SUBGRANTOR AND HOCKING COLLEGE, SUBGRANTEE.

For purposes of this Agreement:

- A. The State of Ohio, Office of Job and Family Services (ODFJS) serves as the “recipient and pass through entity” for WIOA funds which are sub-granted by formula in accordance with WIOA to the local workforce development areas designated under WIOA by the State of Ohio.
- B. AREA 21 has been designated by ODJFS as workforce development area and consists of Fairfield County, Hocking County, Pickaway County, Ross County, and Vinton County.
- C. FAIRFIELD COUNTY is the WIOA sub-grant recipient receiving WIOA formula funds from ODJFS and may enter into sub-grants with the Counties comprising the Area 21 workforce development area and other sub-recipients as needed to carry out the requirements of the grant(s).
- D. FAIRFIELD COUNTY serves as the SUB-GRANTOR under this agreement.
- E. FAIRFIELD COUNTY and the AREA 21 Workforce Development Board have assigned the duties and responsibilities of Fiscal Agent and Administrative Entity for AREA 21 to Fairfield County Economic and Workforce Development, an Agency of Fairfield County.
- F. HOCKING COLLEGE, is an educational entity within the boundaries of the Area 21 workforce development area, and receives WIOA funds through this sub-grant from FAIRFIELD COUNTY. HOCKING COLLEGE serves as a SUB-GRANTEE under this agreement.
- G. SUBGRANTEE HOCKING COLLEGE agrees that all federal funds allocated to it by SUB-GRANTOR FAIRFIELD COUNTY under this agreement shall be allowable, reasonable, and necessary for performance of pre-apprenticeship activities in Area 21, in compliance with WIOA and the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards, hereafter referred to as the "Omni-Circular", found at 2 CFR 200 et al as modified by 2 CFR 2900 and 45 CFR 75.

- H. Funds awarded come from the Department of Labor's annual appropriated funds to develop and expand Registered Apprenticeship Programs (RAP's). This appropriation allows the Department of Labor to grant funds to "expand opportunities relating to apprenticeship programs registered under the National Apprenticeship Act[.]" This means recipients must spend these funds on activities that will create or assist in the creation of RAP's. Funding is authorized under the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019 (Public Law 115-245, Division B, Title I) and will be awarded under CFDA Number 17.285.
- I. Sub-granted funds in amounts to be determined by the AREA 21 governing boards based upon performance measures agreed upon between HOCKING COLLEGE and ODJFS made via check or funds transfer.

### DEFINITIONS:

The following definitions shall apply to the terms and conditions of this Sub-Grant Agreement.

- A. **Chief Elected Officials (CEO):** These are the CEOs of each of the counties comprising AREA 21. The CEOs of Fairfield County and Ross County respectively are authorized to serve as CEO signatory authority for Area 21.
- B. **Fiscal Agent (AGENT):** Fairfield County, Agency for Economic and Workforce Development.
- C. **HHS: US Department of Health and Human Services.**
- D. **Infrastructure Costs:** The nonpersonnel costs necessary for administering the pre-apprenticeship grant.
- E. **Local Workforce Development Board (WDB):** The board appointed by the CEOs of AREA 21 in accordance with the membership requirements established in WIOA Section 107.
- F. **Ohio Department of Job and Family Services (ODJFS):** The administrative department of the Ohio state government responsible for supervising the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, child care, and child support programs.
- G. **OhioMeansJobs Center (OMJC):** The physical site(s) in which the AREA 21 programs, services, and activities are made available to individuals and to employers. The OhioMeansJobs centers are also referred to as "One-Stops".
- H. **ORC:** Ohio Revised Code
- I. **Local Partners:** The WIOA Section 121 (b) one-stop partners.
- J. **SUBGRANTEE:** For purposes of this Sub-Grant Agreement HOCKING COLLEGE

- K. SUBGRANTOR:** For purposes of this Sub-Grant Agreement FAIRFIELD COUNTY, AGENCY FOR ECONOMIC AND WORKFORCE DEVELOPMENT
- L. USDOL Training Employment Guidance Letter (TEGL):** Policy guidance issued by the USDOL.
- M. USDOL Employment and Training Administration: USDOL ETA.**
- N. Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations
- O. US Department of Labor: USDOL**

#### **ARTICLE I. PURPOSE OF THE SUBGRANT**

- A.** The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Sub-grant funds authorized under this Agreement for pre-apprenticeship activities in HOCKING COLLEGE.
- B.** SUBGRANTEE, HOCKING COLLEGE agrees to expend the funds provided under this Agreement and deliver pre-apprenticeship and career readiness programming in accordance with the terms of this Agreement and applicable federal, state, and ODJFS requirements including, but not limited to those prescribed in:
  - 1. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
  - 2. WIOA and the regulations promulgated thereunder, including USDOL TEGLS.
  - 3. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR 200 et al as modified by 2 CFR 2900 USDOL exceptions and, as applicable, the HHS exceptions at 45 CFR 75.
  - 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
  - 5. The Local WIOA Plan, the Regional Plan (if applicable), and the State WIOA Plan.
  - 6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
  - 7. The terms and conditions of each federal grant award including any amendments.
  - 8. All federal and state confidentiality provisions including, but not limited to those listed in Article XIV of this Agreement.
  - 9. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
  - 10. DOL and HHS Guidance Letters.

11. ODJFS Policies, Guidance Letters, and Procedure Manuals.
  12. Approved statutory waivers for WIOA funds.
  13. The applicable provisions of the current appropriations act.
  14. Approved performance measures and negotiated standards.
  15. Terms, conditions, and instructions included in allocation letters.
- C. SUBGRANTOR designates the Area 21 Executive Director of the Fairfield County Agency for Economic Development and Workforce, to serve as their representative for the purposes of:
1. All communications between SUBGRANTOR and SUBGRANTEE including requests for amendments to this Sub Grant Agreement.
  2. Requests and instructions concerning the performance of activities described in this Agreement.
- D. SUBGRANTOR and SUBGRANTEE documents and agreements shall be executed by an official authorized to bind each entity, respectively, and their authority shall be expressed through an official act such as a resolution, motion, or similar action.
- E. Expenditure of Public Funds for Offshore Services—Executive Order Requirements
1. Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE agrees that activities and programs to be provided under this Sub-grant Agreement shall not be accomplished or supported through work performed outside of the United States and that no Sub-grant fund program or activity data will be stored outside of the United States. SUBGRANTEE and any SUBGRANTEE service providers shall complete the Standard Affirmation and Disclosure Form, **Attachment A** which shall be posted in electronic format as directed by ODJFS.
  2. SUBGRANTEE agrees to immediately notify SUBGRANTOR of any change or shift in the location(s) of services performed by SUBGRANTEE or any of their subcontractors under this Agreement, should services as described above be shifted to a location outside of the United States.
  3. Termination, Sanction, Damages: SUBGRANTOR shall not be responsible for nor obligated to pay for or reimburse SUBGRANTEE for services provided under this Agreement by SUBGRANTEE or any of their subgrantees that are performed outside of the United States in violation of paragraph B Section 1 above.
  4. Services performed outside of the United States, shall be considered a material breach of the Agreement and SUBGRANTOR may immediately terminate this Sub-grant Agreement upon written notice to SUBGRANTEE.

## ARTICLE II. SUBGRANTOR AREA 21 RESPONSIBILITIES

**SUBGRANTOR will:**

- A. Fund this Agreement in accordance with WIOA, other related program requirements and the terms and conditions under this Agreement.
- B. Require that OMJC's funded under this Agreement and managed and/or operated by SUBGRANTEE meet the certification criteria established by ODJFS in accordance with the schedule set by ODJFS for certification.
- C. Monitor SUBGRANTEE's performance and fiscal integrity under this Agreement to ensure compliance with WIOA, including the WIOA Section 188 non-discrimination requirements, OMB Omni-Circular found at 2 CFR Part 200 et al, the terms and conditions of any additional federal awards sub-granted by SUBGRANTOR to SUBGRANTEE.
- D. Take such action as is necessary, against SUBGRANTEE for noncompliance with federal or state requirements or restrictions related to the programs funded under this agreement pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01. SUBGRANTEE may appeal proposed actions in accordance with Section D of ORC 5101.241.

**ARTICLE III. SUBGRANTEE RESPONSIBILITIES****SUBGRANTEE will:**

- A. Assure programs are operated and resources are invested so that SUBGRANTEE meets the state adjusted performance accountability measures for SUBGRANTOR AREA 21.
- B. Comply with WIOA conflict of interest requirements and will not engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. Assist in the negotiation with local partners in collaboration with SUBGRANTOR to execute an MOU in accordance with WIOA Section 121(c) and shall assure OMJC's are operated in accordance with SUBGRANTOR Area 21's approved MOU.
- D. Monitor their sub-recipient/providers if any to ensure that each entity delivers the workforce programs and activities and expends funds received for those activities in accordance with requirements described herein.
- E. Collect and provide data to SUBGRANTOR and ODJFS in accordance with ODJFS data entry and system report requirements. SUBGRANTOR shall utilize a financial management system that meets the requirements established by ODJFS and SUBGRANTOR Area 21, and shall use the ODJFS or SUBGRANTOR Area 21 designated software programs to report financial and other data in accordance with timeframes established by ODJFS and SUBGRANTOR Area 21.
- F. Coordinate WIOA youth program services with the Comprehensive Case Management Employment Program (CCMEP) as appropriate.
- G. Participation in the Ohio Works Incentive Program.

- H. Will provide for insurance and bonding including an honesty bond in amounts appropriate to provide adequate protection against loss address liability, theft, fraud, and auto liability. All policies shall name SUBGRANTOR as an additional insured. SUBGRANTEE shall provide certificates of insurance that will provide notice to SUBGRANTOR in the event the policies are cancelled or terminate.
- I. Enter into and execute contracts and sub-agreements with any private and/or public entities providing program activities and / or that receive funds provided to SUBGRANTEE by SUBGRANTOR. Agreements entered into shall be in accordance with ORC 305.25 and ORC 5705.41, as applicable.
- J. Use WIOA funds in accordance with ORC Section 5101.9-7-04.

#### **ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Agreement will be in effect from July 1, 2022, through June 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above expiration date.
- B. This Agreement is dependent upon funds being appropriated by the US Congress and the Ohio General Assembly. The Director of the Ohio Office of Budget and Management must certify that the funds are available in accordance with ORC 126.07.
- C. SUBGRANTOR may reduce the funds under this Agreement should ODJFS reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement may be terminated as of the date funding expires without further obligation by SUBGRANTOR.

#### **ARTICLE V. FUNDING**

- A. Funds provided under this Sub-grant Agreement will be allocated via check from SUBGRANTOR to SUBGRANTEE on a reimbursement basis.
- B. Costs incurred under this Agreement shall not exceed the amounts specified in the grant award..
- C. Indirect Cost Rate
  - 1. If SUBGRANTEE has an indirect cost rate approved by a cognizant federal agency they shall apply the indirect cost rate to the funds provided under this SUBGRANT, however if the indirect cost rate would result in administrative costs in excess of 10% being charges against the grants SUBGRANTEE shall inform SUBGRANTOR who may request that SUBGRANTEE provide any amounts in excess of 10% from non-federal funds.
  - 2. If SUBGRANTEE does not have an indirect cost rate they shall negotiate a rate with their cognizant federal agency or if they do not have a cognizant federal agency, with SUBGRANTOR. SUBGRANTOR shall secure prior approval from

ODJFS for the negotiated indirect cost rate. The indirect cost rate shall be developed in accordance with 2 CFR 200 et al.

- D. SUBGRANTEE procurements of goods and services to support this agreement shall be conducted in accordance with 2 CFR 200.318 - 2 CFR 200.320 and ORC Chapter 5101:9-4-02.
- E. SUBGRANTEE will ensure prompt payment of employment-related costs including, but not limited to unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce development programs.
- F. Carryover of unspent funds related to the fiscal or program year in which they are awarded shall be governed by SUBGRANTOR. SUBGRANTEE may only charge costs resulting from obligations incurred during the funding/Agreement period unless written permission is provided by SUBGRANTOR. SUBGRANTEE will submit a budget to the SUBGRANTOR before the beginning of each fiscal year to ensure availability of funds for that year.
- G. SUBGRANTEE shall adopt policies and procedures designed to preserve the integrity of data collected, personally identifiable and sensitive information, records, contracts, grant funds, equipment, and tangible items.
- H. SUBGRANTEE Internal controls shall be in compliance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions at 45 CFR 75.303. SUBGRANTEE shall require the same or greater compliance in the event any of the funds awarded under this Agreement are assigned or sub-contracted.
- I. SUBGRANTEE shall be responsible for cost sharing or matching requirements applicable to any of the funds awarded under this Agreement in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306. This includes but is not limited to the cost sharing/matching requirements under WIOA for on-the-job training, customized training, and incumbent worker training activities.
- J. SUBGRANTEE shall maintain records of any Program Income realized as a result of SUBGRANTEE activities and shall report program income to SUBGRANTOR in accordance with WIOA Section 194(7) sufficient to determine the amount of such income received. SUBGRANTEE shall maintain records of any profit earned, including profit earned by SUBGRANTEE sub-recipients and shall report such information as may be required by ODJFS. Prior to expending any program income realized SUBGRANTEE shall submit a written request to SUBGRANTOR describing how the program income will be used. SUBGRANTEE must seek SUBGRANTOR prior approval for expenditures of any program income under this Agreement.
- K. SUBGRANTEE shall submit a written request for approval to SUBGRANTOR prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for grant purposes. SUBGRANTOR shall forward the request to ODJFS and shall inform SUBGRANTEE of ODJFS' decision in writing.

Purchases of real property or new construction are prohibited as are loans of funds provided hereunder

- L. Title use, and disposition of real property, equipment, and supplies purchased with funds under this Agreement will be in accordance with WIOA Section 194 and the following applicable regulatory requirements:
  - 1. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
  - 2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
  - 3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- M. SUBGRANTEE may not use WIOA Title I funds on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings.
- N. SUBGRANTEE may not use any of the funds made available as a result of this Agreement and in accordance with 20 CFR 683.250 for:
  - 1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
  - 2. Public service employment, except as specifically authorized under WIOA Title I.
  - 3. Expenses prohibited under any other federal, state, or local law or regulation.
  - 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
  - 5. Contracts with persons falsely labeling products as being made in America.
  - 6. Foreign Travel costs

## **ARTICLE VI. RECORDS AND REPORTING**

- A. SUBGRANTEE will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: SUBGRANTOR, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 5 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 5-year period, whichever is later.

- D. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are considered to be public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information.
- E. SUBGRANTEE shall enroll and track participants and services in Ohio's designated case management system (ARIES). SUBGRANTEE will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by SUBGRANTOR and ODJFS.
- F. SUBGRANTEE shall maintain records with respect to costs incurred that are otherwise allowable except for funding limitations so that they may be used in the resolution of monitoring or audit findings to the extent allowed by ODJFS, USDOL or HHS.

#### **ARTICLE VII. AUDITS OF SUBGRANTEE**

- A. If SUBGRANTEE receives in excess of \$750,000 or of the threshold for audits as established in 2 CFR 200 et al SUBGRANTEE shall conduct an organization wide audit in accordance with 2 CFR 200.501 and 45 CFR 75.501 and DOL requirements at 2 CFR 2900 as well as HHS requirements at 45 CFR 75.508. One (1) copy of the annual audit shall be sent to SUBGRANTOR and one (1) copy shall be sent to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE shall be responsible for:
  - 1. Procurement of the Audit services
  - 2. Ensuring the Audit is performed and submitted when due in accordance with 2 CFR 200.
  - 2. Preparing financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
  - 3. Prompt follow up and corrective action with respect to any audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
  - 4. Providing the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.
- C. In the event of a disallowance SUBGRANTEE shall immediately repay SUBGRANTOR for any funds disallowed as a result of the Audit.
- D. As appropriate SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty as a result of

their annual audit, an audit or monitoring conducted by SUBGRANTOR, ODJFS, the Ohio Auditor of State, or other entity authorized by federal or state law.

#### **ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience upon thirty (30) days notice to the other party in accordance with the notice requirements under this Agreement.
- B. SUBGRANTOR Area 21 may suspend or terminate this Agreement for immediately upon delivery of a written notice to SUBGRANTEE if:
  - 1. SUBGRANTOR's funding is de-obligated or reduced such that SUBGRANTOR cannot continue to sustain the programs provided for under this Agreement. This determination shall be made at the sole discretion of SUBGRANTOR.
  - 2. SUBGRANTEE is cited for an illegal activity in an audit, review or monitoring.
  - 3. SUBGRANTEE has violated any provision of this Agreement
- C. In the event of a violation of this Agreement SUBGRANTOR may suspend this Agreement and:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by SUBGRANTEE.
  - 2. Disallow all or part of the cost of the activity or action not in compliance SUBGRANTOR may reduce any outstanding invoice by the amount disallowed and/or inform ODJFS to reduce any request for funds in the amount of the disallowance.
  - 3. Wholly or partly suspend or terminate the federal award.
  - 4. Submit a recommendation to ODJFS to be transmitted to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
  - 5. Take other remedies that may be legally available.
- D. Upon receipt of a notice of suspension or termination SUBGRANTEE will:
  - 1. Cease the performance of the suspended or terminated Sub-grant activities under this Agreement, and
  - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subcontracts related to the suspended or terminated Subgrant activities, and
  - 3. Prepare and submit a report to SUBGRANTOR Area 21, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities, and

4. Perform any other tasks that Area 21 or ODJFS requires.
- E. In the event of a breach or default by SUBGRANTEE of any of their obligations, or duties under this Agreement, SUBGRANTOR Area 21 may exercise any administrative, contractual, equitable, or legal remedy available, without limitation.
- F. A waiver by SUBGRANTOR of any occurrence of breach or default is not a waiver of subsequent occurrences and the waiver will be limited to that particular occurrence only.

## ARTICLE IX. NOTICES

- A. All notices, demands, requests, consents, approvals, and other communications required under this Agreement shall be in writing and shall be deemed effective upon hand delivery, or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated **below** if delivered on a business day during normal business hours or mailed registered or certified, return receipt requested, postage prepaid, or delivered by reputable air courier service with charges prepaid or other delivery method that documents actual delivery to the appropriate address herein indicated.
- B. SUBGRANTOR and SUBGRANTEE agree to respond to all communications and requests within ten (10) days of their receipt.
- C. Notices to SUBGRANTOR shall be addressed to the Director of the Fairfield County Agency for Economic and Workforce Development at 210 E. Main St., Ste. 407, Lancaster, OH, 43130
- D. Notices to SUBGRANTEE shall be addressed to \_\_\_\_\_  
\_\_\_\_\_

## ARTICLE X. AMENDMENT AND SUBGRANTS

- A. This document constitutes the entire agreement between SUBGRANTOR and SUBGRANTEE.
- B. Any amendments to laws or regulations cited herein following the date of execution of this Agreement, including the terms and conditions of the federal grants issued by the DOL or HHS shall apply to this Agreement without the necessity to execute a written amendment.
- B. **Subawards**
  1. **Subgrants** – Any subgrant by SUBGRANTEE to a service provider shall be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
  2. **Suspension and Debarment** – In accordance with 2 CFR 200.205, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE shall not make any award to any party that is debarred or suspended under 2 CFR Part 180.

3. **Procurement** – SUBGRANTEE shall ensure that any subrecipients maintain a procurement system for purchases of goods and services paid for with funds provided under the SUBGRANT in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive requirements shall apply.
4. SUBGRANTEE shall ensure that each of their Subgrant Agreements with their subrecipients includes:
  - a. Identification of the federal award(s) received pursuant to 2 CFR 200.331(a)(1).
  - b. Adherence to the requirements of the applicable federal statutes, regulations and the terms and conditions of the grant funds made available through the subgrant.
  - c. Any additional SUBGRANTOR requirements imposed on SUBGRANTEE.
  - d. The approved federally recognized indirect cost rate or a negotiated rate between SUBGRANTEE and their subrecipient which can be the de minimis indirect cost rate as defined in 2 CFR 200.414;
  - e. SUBGRANTOR access to the subrecipient's records and financial statements
  - f. Appropriate terms and conditions concerning closeout of the subaward.
  - g. A requirement for a CFR 200 Subpart F audit is conducted as appropriate.
5. SUBGRANTEE shall evaluate the following conditions before awarding the subgrant:
  - a. The subrecipient's prior experience with the same or similar subawards
  - b. The results of previous audits including a 2 CFR Audit, and the extent to which the same or similar subaward has been audited as a major program
  - c. Whether the subrecipient has new personnel or new or substantially changed systems
  - d. Any monitoring reports
6. SUBGRANTEE shall monitor all Subgrant activities, if any, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342 as well as review subaward performance. Monitoring must include:
  - a. Review of financial and performance reports required by SUBGRANTOR.
  - b. Follow-up to ensure that the subrecipient corrects all deficiencies pertaining to the subgrant detected through audits, desk and on-site reviews.
  - c. Issuance of a report including any findings and required corrective action.

- d. Training and technical assistance to subrecipient on program-related matters;
  - e. Performance of on-site reviews of the subrecipient's program operations; and
  - f. agreed-upon-procedures engagements as described in 2 CFR 200.425.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations.

#### **ARTICLE XI. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS**

- A. SUBGRANTEE certifies to the below described conditions. To the extent SUBGRANTEE was in violation or non-compliant with any of the below certifications at the time of entry into this Agreement they shall be obligated to return all funds received under this Agreement. In all other instances SUBGRANTEE will be entitled to compensation only for activities performed during the time the parties were in compliance with the certifications listed herein.
- 1. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
  - 2. SUBGRANTEE certifies and affirms that within the three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals, or subrecipients or subcontractors:
    - a. Have been convicted of, or had a civil judgment rendered against them
      - i. For commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
      - ii. For violation of federal or state antitrust statutes
      - iii. For commission of embezzlement, theft, forgery, bribery, falsification or destruction of records
      - iv. For making false statements, or
      - v. For receiving stolen property;
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in paragraph "a" above and have not had any contracts with Federal, State, or local governmental entities terminated for cause or default.

3. SUBGRANTEE agrees to disclose to SUBGRANTOR in writing to Area 21 all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award pursuant to 2 CFR 200.113.
- B. SUBGRANTEE affirms that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are licenses are current. If at any time during the Agreement period SUBGRANTEE, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify SUBGRANTOR in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
- C. SUBGRANTEE affirms that SUBGRANTEE, its principals, subrecipients and subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with SUBGRANTOR Area 21 a subrecipient of the State of Ohio.
- D. Fair Labor Standards and Employment Practices.
1. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  2. SUBGRANTEE certifies that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE or a subrecipient as having more than one (1) unfair labor practice.
- E. Non-Discrimination
1. SUBGRANTEE, and their officers, employees, subrecipients and subcontractors shall comply with The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
  2. SUBGRANTEE shall comply with WIOA Section 188 and shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs. SUBGRANTEE shall collect and maintain such data as is necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
  3. SUBGRANTEE shall post EEO and other federal and state non-discrimination posters citing the EEO laws in conspicuous places accessible to employees and applicants for employment.
  4. SUBGRANTEE shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of

1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of HHS and USDOL. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the USDOL or HHS, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

**F. Conflict of Interest and Nepotism**

1. SUBGRANTEE certifies that it has not violated WIOA or State of Ohio ethics and conflict of interest laws, including the Governor's Executive Order 2011-03K in obtaining the award made available under this Agreement.
2. In accordance with 20 CFR 683.200, SUBGRANTEE shall assure that no individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
3. To the extent that an applicable state or local legal requirements regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement shall be followed.
4. SUBGRANTEE certifies that it did not exert undue influence upon any SUBGRANTOR board member or employee with respect to their vote to award the funds under this Agreement to SUBGRANTEE.
5. SUBGRANTEE, their officers, and employees, shall not acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement and to disclose any such the interest in writing to SUBGRANTOR.
6. SUBGRANTEE shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
7. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to SUBGRANTOR's elected officials campaigns or to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.

- G.** SUBGRANTEE shall comply with WIOA Section 195 with respect to prohibitions against lobbying and shall refrain from using WIOA funds for publicity or propaganda, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat a candidate or the enactment of legislation before Congress or any State or local legislature or legislative body, or any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.

1. SUBGRANTEE shall not use WIOA funds to pay the salary or expenses of a lobbyist, or influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
  2. SUBGRANTEE shall not use federal funds to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan.
  3. SUBGRANTEE shall comply with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying and if SUBGRANTEE receives funds in excess of One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE will execute Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall include the language of this certification in all subawards, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
  4. SUBGRANTEE shall comply with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- H. SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
- I. If any activities funded hereunder call for services to minors, SUBGRANTEE, agrees to comply with the Pro-Children Act of 1994, 45 CFR 98.13, that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- J. SUBGRANTEE, their officers, employees, subrecipients and/or any independent contractors associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE shall make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- K. SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
- L. To the extent possible, SUBGRANTEE agrees to provide priority of service to veterans and covered spouses for any qualified job training program as required under the Jobs for Veterans Act 38 USC 4215, as implemented by 20 CFR 1010.
- M. To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE agrees to use funds provided hereunder to purchase American made equipment and products.

- N. Per WIOA Section 194(15), SUBGRANTEE agrees to comply with all salary and bonus limitations.
- O. SUBGRANTEE agrees 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 United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
- P. SUBGRANTEE will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
- Q. As applicable SUBGRANTEE will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
- R. SUBGRANTEE shall comply with 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, and shall insert this prohibition into any subaward or subcontract.
- S. SUBGRANTEE shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
- T. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, and all subcontractors and subrecipients paid with funds provided hereunder shall adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
- U. SUBGRANTEE certifies that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
- V. SUBGRANTEE shall comply with WIOA Section 188(a)(3) which prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship.
  - 1. Participants may be trained in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution or for the of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.

and who must access the information to perform those responsibilities. SUBGRANTEE expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.

- F. SUBGRANTEE shall maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

### ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, SUBGRANTOR Area 21 agrees to be liable for any and all of its own negligent actions. To the extent permitted by law, SUBGRANTEE agrees to be liable for any and all of its own negligent actions. In no event will either party be liable for any indirect or consequential damages, even if either party to this Agreement knew or should have known of the possibility of such damages. This provision DOES NOT relieve SUBGRANTEE from exclusive and one hundred percent (100%) liability for the misuse, mismanagement and/or non-compliant use of WIOA funds made available to SUBGRANTEE under this Agreement.
- B. **Choice of Law; Venue; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible. Venue for any action brought in connection with this agreement shall be in Fairfield County.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by SUBGRANTOR to SUBGRANTEE. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against SUBGRANTOR Area 21 or Fairfield County, or any of its elected officials, officers, workforce board members or employees.
- D. **Liens:** SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against SUBGRANTOR Area 21 because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, SUBGRANTOR may at their discretion, but not under any obligation, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay:** Neither SUBGRANTOR nor SUBGRANTEE will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its

proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IX. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with SUBGRANTOR Area 21 in its discretion.

## G. Intellectual Property

1. SUBGRANTOR, ODJFS and the Federal Government shall be granted a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal, State and SUBGRANTOR purposes:
  - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract to this Agreement; and
  - b. Any rights of copyright to which SUBGRANTEE, or a subrecipient or sub contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues shall be deemed program income. Program income shall added to the grant and must be expended for allowable grant activities.
2. If applicable, the following shall be affixed to all products developed in whole or in part with grant funds:

*"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by subgrantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."*

- H. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTOR and SUBGRANTOR may evaluate SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by SUBGRANTOR or ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- I. **Counterpart Language.** This Agreement may be executed in one (1) or more than one (1) counterparts and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one (1) and the same agreement.

Signature Page Follows:  
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**SIGNATURE SHEET**

Name of Commissioner:

\_\_\_\_\_

\_\_\_\_\_

Signature of Commissioner

Date

Name of Commissioner:

\_\_\_\_\_

\_\_\_\_\_

Signature of Commissioner

Date

Name of Commissioner:

\_\_\_\_\_

\_\_\_\_\_

Signature of Commissioner

Date

Name of Commissioner:

\_\_\_\_\_

\_\_\_\_\_

Signature of Commissioner

Date

Name of Hocking College Officer:

Betty Young, President

Betty Young, President

Signature of Agency Director

6/14/22

Date

Name of Fiscal Agent:

Rick Szabrak

Rick Szabrak

6/15/22

Signature of Fiscal Agent

Date



THIS IS NOT AN AGREEMENT FOR THE PERFORMANCE OF EXPERIMENTAL,  
DEVELOPMENTAL, OR OTHER RESEARCH.

**SFY2022-2023**  
**SUB-GRANT AGREEMENT BETWEEN**  
**OHIO WORKFORCE DEVELOPMENT AREA 21, SUBGRANTOR**  
  
**AND**  
  
**HOCKING COLLEGE, SUBGRANTEE**

This Sub-grant Agreement (Agreement) is between FAIRFIELD COUNTY, a political subdivision of the State of Ohio serving as the Fiscal Agent for the Chief Elected Officials and the Workforce Development Board for Ohio Workforce Development Area 21 (AREA 21) under the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, 29 U.S.C. Sec. 3101 et al and under the Ohio Revised Code Section 5101.20, SUBGRANTOR AND HOCKING COLLEGE, SUBGRANTEE.

For purposes of this Agreement:

- A. The State of Ohio, Office of Job and Family Services (ODJFS) serves as the “recipient and pass through entity” for WIOA funds which are sub-granted by formula in accordance with WIOA to the local workforce development areas designated under WIOA by the State of Ohio.
- B. AREA 21 has been designated by ODJFS as workforce development area and consists of Fairfield County, Hocking County, Pickaway County, Ross County, and Vinton County.
- C. FAIRFIELD COUNTY is the WIOA sub-grant recipient receiving WIOA formula funds from ODJFS and may enter into sub-grants with the Counties comprising the Area 21 workforce development area and other sub-recipients as needed to carry out the requirements of the grant(s).
- D. FAIRFIELD COUNTY serves as the SUB-GRANTOR under this agreement.
- E. FAIRFIELD COUNTY and the AREA 21 Workforce Development Board have assigned the duties and responsibilities of Fiscal Agent and Administrative Entity for AREA 21 to Fairfield County Economic and Workforce Development, an Agency of Fairfield County.
- F. HOCKING COLLEGE, is an educational entity within the boundaries of the Area 21 workforce development area, and receives WIOA funds through this sub-grant from FAIRFIELD COUNTY. HOCKING COLLEGE serves as a SUB-GRANTEE under this agreement.
- G. SUBGRANTEE HOCKING COLLEGE agrees that all federal funds allocated to it by SUB-GRANTOR FAIRFIELD COUNTY under this agreement shall be allowable, reasonable, and necessary for performance of pre-apprenticeship activities in Area 21, in compliance with WIOA and the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards, hereafter referred to as the "Omni-Circular", found at 2 CFR 200 et al as modified by 2 CFR 2900 and 45 CFR 75.

- H. Funds awarded come from the Department of Labor's annual appropriated funds to develop and expand Registered Apprenticeship Programs (RAP's). This appropriation allows the Department of Labor to grant funds to "expand opportunities relating to apprenticeship programs registered under the National Apprenticeship Act[.]" This means recipients must spend these funds on activities that will create or assist in the creation of RAP's. Funding is authorized under the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019 (Public Law 115-245, Division B, Title I) and will be awarded under CFDA Number 17.285.
- I. Sub-granted funds in amounts to be determined by the AREA 21 governing boards based upon performance measures agreed upon between HOCKING COLLEGE and ODJFS made via check or funds transfer.

### DEFINITIONS:

The following definitions shall apply to the terms and conditions of this Sub-Grant Agreement.

- A. **Chief Elected Officials (CEO):** These are the CEOs of each of the counties comprising AREA 21. The CEOs of Fairfield County and Ross County respectively are authorized to serve as CEO signatory authority for Area 21.
- B. **Fiscal Agent (AGENT):** Fairfield County, Agency for Economic and Workforce Development.
- C. **HHS: US Department of Health and Human Services.**
- D. **Infrastructure Costs:** The nonpersonnel costs necessary for administering the pre-apprenticeship grant.
- E. **Local Workforce Development Board (WDB):** The board appointed by the CEOs of AREA 21 in accordance with the membership requirements established in WIOA Section 107.
- F. **Ohio Department of Job and Family Services (ODJFS):** The administrative department of the Ohio state government responsible for supervising the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, child care, and child support programs.
- G. **OhioMeansJobs Center (OMJC):** The physical site(s) in which the AREA 21 programs, services, and activities are made available to individuals and to employers. The OhioMeansJobs centers are also referred to as "One-Stops".
- H. **ORC:** Ohio Revised Code
- I. **Local Partners:** The WIOA Section 121 (b) one-stop partners.
- J. **SUBGRANTEE:** For purposes of this Sub-Grant Agreement HOCKING COLLEGE

- K. **SUBGRANTOR:** For purposes of this Sub-Grant Agreement FAIRFIELD COUNTY, AGENCY FOR ECONOMIC AND WORKFORCE DEVELOPMENT
- L. **USDOL Training Employment Guidance Letter (TEGL):** Policy guidance issued by the USDOL.
- M. **USDOL Employment and Training Administration: USDOL ETA.**
- N. **Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations
- O. **US Department of Labor: USDOL**

#### **ARTICLE I. PURPOSE OF THE SUBGRANT**

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Sub-grant funds authorized under this Agreement for pre-apprenticeship activities in HOCKING COLLEGE.
- B. SUBGRANTEE, HOCKING COLLEGE agrees to expend the funds provided under this Agreement and deliver pre-apprenticeship and career readiness programming in accordance with the terms of this Agreement and applicable federal, state, and ODJFS requirements including, but not limited to those prescribed in:
  - 1. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
  - 2. WIOA and the regulations promulgated thereunder, including USDOL TEGLS.
  - 3. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR 200 et al as modified by 2 CFR 2900 USDOL exceptions and, as applicable, the HHS exceptions at 45 CFR 75.
  - 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
  - 5. The Local WIOA Plan, the Regional Plan (if applicable), and the State WIOA Plan.
  - 6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
  - 7. The terms and conditions of each federal grant award including any amendments.
  - 8. All federal and state confidentiality provisions including, but not limited to those listed in Article XIV of this Agreement.
  - 9. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
  - 10. DOL and HHS Guidance Letters.

11. ODJFS Policies, Guidance Letters, and Procedure Manuals.
  12. Approved statutory waivers for WIOA funds.
  13. The applicable provisions of the current appropriations act.
  14. Approved performance measures and negotiated standards.
  15. Terms, conditions, and instructions included in allocation letters.
- C. SUBGRANTOR designates the Area 21 Executive Director of the Fairfield County Agency for Economic Development and Workforce, to serve as their representative for the purposes of:
1. All communications between SUBGRANTOR and SUBGRANTEE including requests for amendments to this Sub Grant Agreement.
  2. Requests and instructions concerning the performance of activities described in this Agreement.
- D. SUBGRANTOR and SUBGRANTEE documents and agreements shall be executed by an official authorized to bind each entity, respectively, and their authority shall be expressed through an official act such as a resolution, motion, or similar action.
- E. Expenditure of Public Funds for Offshore Services—Executive Order Requirements
1. Pursuant to Governor's Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE agrees that activities and programs to be provided under this Sub-grant Agreement shall not be accomplished or supported through work performed outside of the United States and that no Sub-grant fund program or activity data will be stored outside of the United States. SUBGRANTEE and any SUBGRANTEE service providers shall complete the Standard Affirmation and Disclosure Form, **Attachment A** which shall be posted in electronic format as directed by ODJFS.
  2. SUBGRANTEE agrees to immediately notify SUBGRANTOR of any change or shift in the location(s) of services performed by SUBGRANTEE or any of their subcontractors under this Agreement, should services as described above be shifted to a location outside of the United States.
  3. Termination, Sanction, Damages: SUBGRANTOR shall not be responsible for nor obligated to pay for or reimburse SUBGRANTEE for services provided under this Agreement by SUBGRANTEE or any of their subgrantees that are performed outside of the United States in violation of paragraph B Section 1 above.
  4. Services performed outside of the United States, shall be considered a material breach of the Agreement and SUBGRANTOR may immediately terminate this Sub-grant Agreement upon written notice to SUBGRANTEE.

## ARTICLE II. SUBGRANTOR AREA 21 RESPONSIBILITIES

**SUBGRANTOR will:**

- A. Fund this Agreement in accordance with WIOA, other related program requirements and the terms and conditions under this Agreement.
- B. Require that OMJC's funded under this Agreement and managed and/or operated by SUBGRANTEE meet the certification criteria established by ODJFS in accordance with the schedule set by ODJFS for certification.
- C. Monitor SUBGRANTEE's performance and fiscal integrity under this Agreement to ensure compliance with WIOA, including the WIOA Section 188 non-discrimination requirements, OMB Omni-Circular found at 2 CFR Part 200 et al, the terms and conditions of any additional federal awards sub-granted by SUBGRANTOR to SUBGRANTEE.
- D. Take such action as is necessary, against SUBGRANTEE for noncompliance with federal or state requirements or restrictions related to the programs funded under this agreement pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01. SUBGRANTEE may appeal proposed actions in accordance with Section D of ORC 5101.241.

**ARTICLE III. SUBGRANTEE RESPONSIBILITIES****SUBGRANTEE will:**

- A. Assure programs are operated and resources are invested so that SUBGRANTEE meets the state adjusted performance accountability measures for SUBGRANTOR AREA 21.
- B. Comply with WIOA conflict of interest requirements and will not engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. Assist in the negotiation with local partners in collaboration with SUBGRANTOR to execute an MOU in accordance with WIOA Section 121(c) and shall assure OMJC's are operated in accordance with SUBGRANTOR Area 21's approved MOU.
- D. Monitor their sub-recipient/providers if any to ensure that each entity delivers the workforce programs and activities and expends funds received for those activities in accordance with requirements described herein.
- E. Collect and provide data to SUBGRANTOR and ODJFS in accordance with ODJFS data entry and system report requirements. SUBGRANTOR shall utilize a financial management system that meets the requirements established by ODJFS and SUBGRANTOR Area 21, and shall use the ODJFS or SUBGRANTOR Area 21 designated software programs to report financial and other data in accordance with timeframes established by ODJFS and SUBGRANTOR Area 21.
- F. Coordinate WIOA youth program services with the Comprehensive Case Management Employment Program (CCMEP) as appropriate.
- G. Participation in the Ohio Works Incentive Program.

- H. Will provide for insurance and bonding including an honesty bond in amounts appropriate to provide adequate protection against loss address liability, theft, fraud, and auto liability. All policies shall name SUBGRANTOR as an additional insured. SUBGRANTEE shall provide certificates of insurance that will provide notice to SUBGRANTOR in the event the policies are cancelled or terminate.
- I. Enter into and execute contracts and sub-agreements with any private and/or public entities providing program activities and / or that receive funds provided to SUBGRANTEE by SUBGRANTOR. Agreements entered into shall be in accordance with ORC 305.25 and ORC 5705.41, as applicable.
- J. Use WIOA funds in accordance with ORC Section 5101.9-7-04.

#### **ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Agreement will be in effect from July 1, 2022, through June 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above expiration date.
- B. This Agreement is dependent upon funds being appropriated by the US Congress and the Ohio General Assembly. The Director of the Ohio Office of Budget and Management must certify that the funds are available in accordance with ORC 126.07.
- C. SUBGRANTOR may reduce the funds under this Agreement should ODJFS reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement may be terminated as of the date funding expires without further obligation by SUBGRANTOR.

#### **ARTICLE V. FUNDING**

- A. Funds provided under this Sub-grant Agreement will be allocated via check from SUBGRANTOR to SUBGRANTEE on a reimbursement basis.
- B. Costs incurred under this Agreement shall not exceed the amounts specified in the grant award..
- C. Indirect Cost Rate
  - 1. If SUBGRANTEE has an indirect cost rate approved by a cognizant federal agency they shall apply the indirect cost rate to the funds provided under this SUBGRANT, however if the indirect cost rate would result in administrative costs in excess of 10% being charges against the grants SUBGRANTEE shall inform SUBGRANTOR who may request that SUBGRANTEE provide any amounts in excess of 10% from non-federal funds.
  - 2. If SUBGRANTEE does not have an indirect cost rate they shall negotiate a rate with their cognizant federal agency or if they do not have a cognizant federal agency, with SUBGRANTOR. SUBGRANTOR shall secure prior approval from

ODJFS for the negotiated indirect cost rate. The indirect cost rate shall be developed in accordance with 2 CFR 200 et al.

- D. SUBGRANTEE procurements of goods and services to support this agreement shall be conducted in accordance with 2 CFR 200.318 - 2 CFR 200.320 and ORC Chapter 5101:9-4-02.
- E. SUBGRANTEE will ensure prompt payment of employment-related costs including, but not limited to unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce development programs.
- F. Carryover of unspent funds related to the fiscal or program year in which they are awarded shall be governed by SUBGRANTOR. SUBGRANTEE may only charge costs resulting from obligations incurred during the funding/Agreement period unless written permission is provided by SUBGRANTOR. SUBGRANTEE will submit a budget to the SUBGRANTOR before the beginning of each fiscal year to ensure availability of funds for that year.
- G. SUBGRANTEE shall adopt policies and procedures designed to preserve the integrity of data collected, personally identifiable and sensitive information, records, contracts, grant funds, equipment, and tangible items.
- H. SUBGRANTEE Internal controls shall be in compliance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions at 45 CFR 75.303. SUBGRANTEE shall require the same or greater compliance in the event any of the funds awarded under this Agreement are assigned or sub-contracted.
- I. SUBGRANTEE shall be responsible for cost sharing or matching requirements applicable to any of the funds awarded under this Agreement in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306. This includes but is not limited to the cost sharing/matching requirements under WIOA for on-the-job training, customized training, and incumbent worker training activities.
- J. SUBGRANTEE shall maintain records of any Program Income realized as a result of SUBGRANTEE activities and shall report program income to SUBGRANTOR in accordance with WIOA Section 194(7) sufficient to determine the amount of such income received. SUBGRANTEE shall maintain records of any profit earned, including profit earned by SUBGRANTEE sub-recipients and shall report such information as may be required by ODJFS. Prior to expending any program income realized SUBGRANTEE shall submit a written request to SUBGRANTOR describing how the program income will be used. SUBGRANTEE must seek SUBGRANTOR prior approval for expenditures of any program income under this Agreement.
- K. SUBGRANTEE shall submit a written request for approval to SUBGRANTOR prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for grant purposes. SUBGRANTOR shall forward the request to ODJFS and shall inform SUBGRANTEE of ODJFS' decision in writing.

Purchases of real property or new construction are prohibited as are loans of funds provided hereunder

- L. Title use, and disposition of real property, equipment, and supplies purchased with funds under this Agreement will be in accordance with WIOA Section 194 and the following applicable regulatory requirements:
  - 1. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
  - 2. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
  - 3. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- M. SUBGRANTEE may not use WIOA Title I funds on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings.
- N. SUBGRANTEE may not use any of the funds made available as a result of this Agreement and in accordance with 20 CFR 683.250 for:
  - 1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
  - 2. Public service employment, except as specifically authorized under WIOA Title I.
  - 3. Expenses prohibited under any other federal, state, or local law or regulation.
  - 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
  - 5. Contracts with persons falsely labeling products as being made in America.
  - 6. Foreign Travel costs

## **ARTICLE VI. RECORDS AND REPORTING**

- A. SUBGRANTEE will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: SUBGRANTOR, DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 5 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 5-year period, whichever is later.

- D. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are considered to be public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information.
- E. SUBGRANTEE shall enroll and track participants and services in Ohio's designated case management system (ARIES). SUBGRANTEE will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by SUBGRANTOR and ODJFS.
- F. SUBGRANTEE shall maintain records with respect to costs incurred that are otherwise allowable except for funding limitations so that they may be used in the resolution of monitoring or audit findings to the extent allowed by ODJFS, USDOL or HHS.

#### **ARTICLE VII. AUDITS OF SUBGRANTEE**

- A. If SUBGRANTEE receives in excess of \$750,000 or of the threshold for audits as established in 2 CFR 200 et al SUBGRANTEE shall conduct an organization wide audit in accordance with 2 CFR 200.501 and 45 CFR 75.501 and DOL requirements at 2 CFR 2900 as well as HHS requirements at 45 CFR 75.508. One (1) copy of the annual audit shall be sent to SUBGRANTOR and one (1) copy shall be sent to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE shall be responsible for:
  - 1. Procurement of the Audit services
  - 2. Ensuring the Audit is performed and submitted when due in accordance with 2 CFR 200.
  - 2. Preparing financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
  - 3. Prompt follow up and corrective action with respect to any audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
  - 4. Providing the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.
- C. In the event of a disallowance SUBGRANTEE shall immediately repay SUBGRANTOR for any funds disallowed as a result of the Audit.
- D. As appropriate SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty as a result of

their annual audit, an audit or monitoring conducted by SUBGRANTOR, ODJFS, the Ohio Auditor of State, or other entity authorized by federal or state law.

#### **ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience upon thirty (30) days notice to the other party in accordance with the notice requirements under this Agreement.
- B. SUBGRANTOR Area 21 may suspend or terminate this Agreement for immediately upon delivery of a written notice to SUBGRANTEE if:
  - 1. SUBGRANTOR's funding is de-obligated or reduced such that SUBGRANTOR cannot continue to sustain the programs provided for under this Agreement. This determination shall be made at the sole discretion of SUBGRANTOR.
  - 2. SUBGRANTEE is cited for an illegal activity in an audit, review or monitoring.
  - 3. SUBGRANTEE has violated any provision of this Agreement
- C. In the event of a violation of this Agreement SUBGRANTOR may suspend this Agreement and:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by SUBGRANTEE.
  - 2. Disallow all or part of the cost of the activity or action not in compliance SUBGRANTOR may reduce any outstanding invoice by the amount disallowed and/or inform ODJFS to reduce any request for funds in the amount of the disallowance.
  - 3. Wholly or partly suspend or terminate the federal award.
  - 4. Submit a recommendation to ODJFS to be transmitted to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
  - 5. Take other remedies that may be legally available.
- D. Upon receipt of a notice of suspension or termination SUBGRANTEE will:
  - 1. Cease the performance of the suspended or terminated Sub-grant activities under this Agreement, and
  - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subcontracts related to the suspended or terminated Subgrant activities, and
  - 3. Prepare and submit a report to SUBGRANTOR Area 21, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities, and

4. Perform any other tasks that Area 21 or ODJFS requires.
- E. In the event of a breach or default by SUBGRANTEE of any of their obligations, or duties under this Agreement, SUBGRANTOR Area 21 may exercise any administrative, contractual, equitable, or legal remedy available, without limitation.
- F. A waiver by SUBGRANTOR of any occurrence of breach or default is not a waiver of subsequent occurrences and the waiver will be limited to that particular occurrence only.

#### ARTICLE IX. NOTICES

- A. All notices, demands, requests, consents, approvals, and other communications required under this Agreement shall be in writing and shall be deemed effective upon hand delivery, or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated **below** if delivered on a business day during normal business hours or mailed registered or certified, return receipt requested, postage prepaid, or delivered by reputable air courier service with charges prepaid or other delivery method that documents actual delivery to the appropriate address herein indicated.
- B. SUBGRANTOR and SUBGRANTEE agree to respond to all communications and requests within ten (10) days of their receipt.
- C. Notices to SUBGRANTOR shall be addressed to the Director of the Fairfield County Agency for Economic and Workforce Development at 210 E. Main St., Ste. 407, Lancaster, OH, 43130
- D. Notices to SUBGRANTEE shall be addressed to \_\_\_\_\_

#### ARTICLE X. AMENDMENT AND SUBGRANTS

- A. This document constitutes the entire agreement between SUBGRANTOR and SUBGRANTEE.
- B. Any amendments to laws or regulations cited herein following the date of execution of this Agreement, including the terms and conditions of the federal grants issued by the DOL or HHS shall apply to this Agreement without the necessity to execute a written amendment.
- B. **Subawards**
  1. **Subgrants** – Any subgrant by SUBGRANTEE to a service provider shall be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
  2. **Suspension and Debarment** – In accordance with 2 CFR 200.205, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE shall not make any award to any party that is debarred or suspended under 2 CFR Part 180.

3. **Procurement** – SUBGRANTEE shall ensure that any subrecipients maintain a procurement system for purchases of goods and services paid for with funds provided under the SUBGRANT in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive requirements shall apply.
4. SUBGRANTEE shall ensure that each of their Subgrant Agreements with their subrecipients includes:
  - a. Identification of the federal award(s) received pursuant to 2 CFR 200.331(a)(1).
  - b. Adherence to the requirements of the applicable federal statutes, regulations and the terms and conditions of the grant funds made available through the subgrant.
  - c. Any additional SUBGRANTOR requirements imposed on SUBGRANTEE.
  - d. The approved federally recognized indirect cost rate or a negotiated rate between SUBGRANTEE and their subrecipient which can be the de minimis indirect cost rate as defined in 2 CFR 200.414;
  - e. SUBGRANTOR access to the subrecipient's records and financial statements
  - f. Appropriate terms and conditions concerning closeout of the subaward.
  - g. A requirement for a CFR 200 Subpart F audit is conducted as appropriate.
5. SUBGRANTEE shall evaluate the following conditions before awarding the subgrant:
  - a. The subrecipient's prior experience with the same or similar subawards
  - b. The results of previous audits including a 2 CFR Audit, and the extent to which the same or similar subaward has been audited as a major program
  - c. Whether the subrecipient has new personnel or new or substantially changed systems
  - d. Any monitoring reports
6. SUBGRANTEE shall monitor all Subgrant activities, if any, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342 as well as review subaward performance. Monitoring must include:
  - a. Review of financial and performance reports required by SUBGRANTOR.
  - b. Follow-up to ensure that the subrecipient corrects all deficiencies pertaining to the subgrant detected through audits, desk and on-site reviews.
  - c. Issuance of a report including any findings and required corrective action.

- d. Training and technical assistance to subrecipient on program-related matters;
  - e. Performance of on-site reviews of the subrecipient's program operations; and
  - f. agreed-upon-procedures engagements as described in 2 CFR 200.425.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations.

#### **ARTICLE XI. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS**

- A. SUBGRANTEE certifies to the below described conditions. To the extent SUBGRANTEE was in violation or non-compliant with any of the below certifications at the time of entry into this Agreement they shall be obligated to return all funds received under this Agreement. In all other instances SUBGRANTEE will be entitled to compensation only for activities performed during the time the parties were in compliance with the certifications listed herein.
- 1. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
  - 2. SUBGRANTEE certifies and affirms that within the three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals, or subrecipients or subcontractors:
    - a. Have been convicted of, or had a civil judgment rendered against them
      - i. For commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
      - ii. For violation of federal or state antitrust statutes
      - iii. For commission of embezzlement, theft, forgery, bribery, falsification or destruction of records
      - iv. For making false statements, or
      - v. For receiving stolen property;
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in paragraph "a" above and have not had any contracts with Federal, State, or local governmental entities terminated for cause or default.

3. SUBGRANTEE agrees to disclose to SUBGRANTOR in writing to Area 21 all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award pursuant to 2 CFR 200.113.
- B. SUBGRANTEE affirms that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are licenses are current. If at any time during the Agreement period SUBGRANTEE, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify SUBGRANTOR in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
- C. SUBGRANTEE affirms that SUBGRANTEE, its principals, subrecipients and subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with SUBGRANTOR Area 21 a subrecipient of the State of Ohio.
- D. Fair Labor Standards and Employment Practices.
1. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  2. SUBGRANTEE certifies that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE or a subrecipient as having more than one (1) unfair labor practice.
- E. Non-Discrimination
1. SUBGRANTEE, and their officers, employees, subrecipients and subcontractors shall comply with The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
  2. SUBGRANTEE shall comply with WIOA Section 188 and shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs. SUBGRANTEE shall collect and maintain such data as is necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
  3. SUBGRANTEE shall post EEO and other federal and state non-discrimination posters citing the EEO laws in conspicuous places accessible to employees and applicants for employment.
  4. SUBGRANTEE shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of

1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of HHS and USDOL. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the USDOL or HHS, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

F. Conflict of Interest and Nepotism

1. SUBGRANTEE certifies that it has not violated WIOA or State of Ohio ethics and conflict of interest laws, including the Governor's Executive Order 2011-03K in obtaining the award made available under this Agreement.
2. In accordance with 20 CFR 683.200, SUBGRANTEE shall assure that no individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
3. To the extent that an applicable state or local legal requirements regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement shall be followed.
4. SUBGRANTEE certifies that it did not exert undue influence upon any SUBGRANTOR board member or employee with respect to their vote to award the funds under this Agreement to SUBGRANTEE.
5. SUBGRANTEE, their officers, and employees, shall not acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement and to disclose any such the interest in writing to SUBGRANTOR.
6. SUBGRANTEE shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
7. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to SUBGRANTOR's elected officials campaigns or to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.

- G. SUBGRANTEE shall comply with WIOA Section 195 with respect to prohibitions against lobbying and shall refrain from using WIOA funds for publicity or propaganda, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat a candidate or the enactment of legislation before Congress or any State or local legislature or legislative body, or any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.

1. SUBGRANTEE shall not use WIOA funds to pay the salary or expenses of a lobbyist, or influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
  2. SUBGRANTEE shall not use federal funds to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan.
  3. SUBGRANTEE shall comply with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying and if SUBGRANTEE receives funds in excess of One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE will execute Standard Form-LLL, "Disclosure Form to Report Lobbying," and shall include the language of this certification in all subawards, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
  4. SUBGRANTEE shall comply with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- H. SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
- I. If any activities funded hereunder call for services to minors, SUBGRANTEE, agrees to comply with the Pro-Children Act of 1994, 45 CFR 98.13, that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- J. SUBGRANTEE, their officers, employees, subrecipients and/or any independent contractors associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE shall make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- K. SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
- L. To the extent possible, SUBGRANTEE agrees to provide priority of service to veterans and covered spouses for any qualified job training program as required under the Jobs for Veterans Act 38 USC 4215, as implemented by 20 CFR 1010.
- M. To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE agrees to use funds provided hereunder to purchase American made equipment and products.

- N. Per WIOA Section 194(15), SUBGRANTEE agrees to comply with all salary and bonus limitations.
- O. SUBGRANTEE agrees 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 United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
- P. SUBGRANTEE will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
- Q. As applicable SUBGRANTEE will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
- R. SUBGRANTEE shall comply with 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, and shall insert this prohibition into any subaward or subcontract.
- S. SUBGRANTEE shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
- T. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, and all subcontractors and subrecipients paid with funds provided hereunder shall adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
- U. SUBGRANTEE certifies that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
- V. SUBGRANTEE shall comply with WIOA Section 188(a)(3) which prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship.
  - 1. Participants may be trained in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution or for the of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.

and who must access the information to perform those responsibilities. SUBGRANTEE expressly agrees to take measures to ensure that no confidential information is accessible by unauthorized individuals.

- F. SUBGRANTEE shall maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

### ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, SUBGRANTOR Area 21 agrees to be liable for any and all of its own negligent actions. To the extent permitted by law, SUBGRANTEE agrees to be liable for any and all of its own negligent actions. In no event will either party be liable for any indirect or consequential damages, even if either party to this Agreement knew or should have known of the possibility of such damages. This provision DOES NOT relieve SUBGRANTEE from exclusive and one hundred percent (100%) liability) for the misuse, mismanagement and/or non-compliant use of WIOA funds made available to SUBGRANTEE under this Agreement.
- B. **Choice of Law; Venue; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible. Venue for any action brought in connection with this agreement shall be in Fairfield County.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by SUBGRANTOR to SUBGRANTEE. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against SUBGRANTOR Area 21 or Fairfield County, or any of its elected officials, officers, workforce board members or employees.
- D. **Liens:** SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against SUBGRANTOR Area 21 because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, SUBGRANTOR may at their discretion, but not under any obligation, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay:** Neither SUBGRANTOR nor SUBGRANTEE will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its

proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IX. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with SUBGRANTOR Area 21 in its discretion.

#### G. Intellectual Property

1. SUBGRANTOR, ODJFS and the Federal Government shall be granted a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal, State and SUBGRANTOR purposes:
  - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract to this Agreement; and
  - b. Any rights of copyright to which SUBGRANTEE, or a subrecipient or subcontractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues shall be deemed program income. Program income shall added to the grant and must be expended for allowable grant activities.
2. If applicable, the following shall be affixed to all products developed in whole or in part with grant funds:

*"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by subgrantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."*

- H. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTOR and SUBGRANTOR may evaluate SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by SUBGRANTOR or ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- I. **Counterpart Language.** This Agreement may be executed in one (1) or more than one (1) counterparts and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one (1) and the same agreement.

Signature Page Follows:  
Remainder of page intentionally left blank

## SIGNATURE SHEET

Name of Commissioner:

Jeff Fix



Signature of Commissioner

6/21/22

Date

Name of Commissioner:

Steve Davis



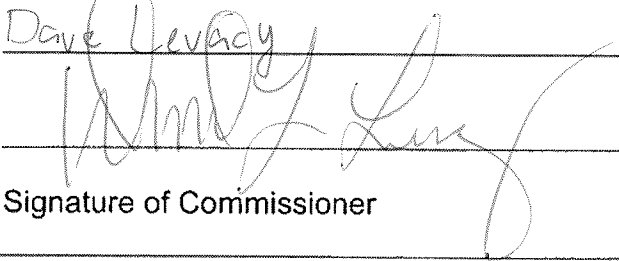
Signature of Commissioner

6/21/22

Date

Name of Commissioner:

Dave Levacy



Signature of Commissioner

6/21/22

Date

Name of Commissioner:

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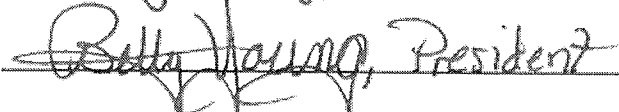
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Signature of Commissioner

Date

Name of Hocking College Officer:

Betty Young, President



Signature of Agency Director

6/14/22

Date

Name of Fiscal Agent:

Rick Szabrak



Signature of Fiscal Agent

6/15/22

Date



Prosecutor's Approval Page

Resolution No.

A resolution to authorize the approval of the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/16/2022 5:08:49 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Resolution No. 2022-06.21.i

A resolution to authorize the approval of the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

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, Member	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.



Bennett Niceswanger  
Board of County Commissioners  
Fairfield County, Ohio

## **1st AMENDMENT TO SUBGRANT AGREEMENT BETWEEN OHIO WORKFORCE DEVELOPMENT AREA 21 AND HOCKING COLLEGE**

This Amendment is made and entered into effective upon execution by all parties hereto, by and between Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, (“Subgrantor”), serving as fiscal agent for Workforce Development Board for Ohio Workforce Development Area 21 (AREA 21), and Hocking College (“Subgrantee”).

### **BACKGROUND INFORMATION**

A. Subgrantor entered into the Subgrant Agreement Between Ohio Workforce Development Area 21 And Hocking College (“the Agreement”) on behalf of AREA 21 with Subgrantee in July of 2022.

B. The contract period for the underlying Agreement was July 1, 2022, to June 30, 2023 unless the Agreement was suspended or terminated prior to the end of the contract term.

C. The parties mistakenly believed that the Agreement automatically renewed if the grant was not expended prior to the end of the contract term.

D. As the subgrant was not fully disbursed to Subgrantee until June 30, 2024, the parties desire to amend Article IV, Section A to permit the Subgrantor to renew the Agreement for one additional term to permit the disbursement of grant funds beyond June 30, 2023.

### **STATEMENT OF THE AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Subgrantor and Subgrantee agree as follows:

1. Article IV, Section A is hereby deleted and rewritten as follows:

“A.. This Agreement will be in effect from July 1, 2022, through June 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above expiration date. If the grant funds are not fully disbursed by the end of June 30, 2023 and Subgrantee is otherwise in compliance with the Agreement, Subgrantor has the option to renew the Agreement for one (1) additional term to complete the grant fund disbursement. This option to renew can be exercised by Subgrantor disbursing grant funds to Subgrantee under the terms of this Agreement during the renewal term of July 1, 2023 to June 30, 2024.

2. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment Between Fairfield County Board Of Commissioners Agreement and Hocking College as of the last date set forth below.

**HOCKING COLLEGE**

By: Betty Young  
Betty Young, President

Date: 10/28/24

**FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Steve Davis

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Fix

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dave Levacy

Date: \_\_\_\_\_

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the First Amendment to the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

Approved as to form on 2/7/2025 4:52:56 PM by Steven Darnell,

Resolution No. 2025-02.11.b

A resolution authorizing the First Amendment to the subgrant agreement between Hocking College and the Fairfield County Board of County Commissioners.

(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 to request for appropriations for receipts for EMA  
Central Ohio Trauma System Grant Award Fund 2090 and advance  
(8221) [EMA]**

**WHEREAS,** the EMA will receive grant dollars allotted from Central Ohio Trauma System Grant Award in the amount of \$8,000; and

**WHEREAS,** funds represent an additional \$1,000.00 of unanticipated receipts due to a increased grant awarded after the budgeting process; and

**WHEREAS,** the grant is a reimbursable grant and requires an advance of the \$8,000.00 in order to pay vendors in a timely manner; and

**WHEREAS,** monies will be used for grant eligible purchases.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1.** Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:  
\$1,000.00 12209055 Contractual Services

**SECTION 2.** Request the Fairfield County Commissioners make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$8,000.00>
CREDIT	8221 223001 COTS Grant	\$8,000.00

**SECTION 3.** Request that the advance be paid back to the General Fund, no later than December 15, 2025.

Prepared by: Christy Noland  
cc: Christina Foster

**A resolution to request for appropriations for receipts for EMA  
Central Ohio Trauma System Grant Award Fund 2090 and advance  
(8221) [EMA]**

**For Auditor's Office Use Only:**

**Section 1.** 12209055 530000 Contract Services \$1,000.00.

**Section 2.** Issue an Amended Certificate in the amount \$1,000.00 to credit of 8221.

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12209055 433100 Federal Grants in the amount of \$1,000.00.

**A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System.**

**WHEREAS,** Fairfield County applied and will receive \$8,000.00 in reimbursable grant funds;

**WHEREAS,** these funds be used by the Fairfield County Healthcare Coalition for approved grant purchases; and

**WHEREAS,** the Central Ohio trauma System provided a grant agreement for eligible uses to be expended or obligated by June 30, 2025; and

**WHEREAS,** the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign and approve the agreement.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners authorizes the County Administrator or Deputy County Administrator to sign and approve the attached agreement for the Central Ohio Trauma System Grant for Healthcare Coalition funds.

**Section 2.** The Commissioners authorize the EMA director to sign and approve any other future documents related to this grant.

## **THE REGIONAL HEALTHCARE EMERGENCY PREPAREDNESS COALITION COUNTY- LEVEL HEALTHCARE COALITION COORDINATION AGREEMENT**

This REGIONAL HEALTHCARE EMERGENCY PREPAREDNESS COUNTY-LEVEL HEALTHCARE COALITION COORDINATION AGREEMENT (this "Agreement") is entered into as of this 1 day of July, 2024 (the "Effective Date") by and between COTS, an Ohio non-profit corporation ("COTS"), and Fairfield County Emergency Management Agency, 240 Baldwin Drive, Lancaster, OH 43130 ("Agency").

### **RECITALS**

- A. WHEREAS, the Agency is engaged in activities related to emergency management coordination, response and/or provision of health care services in the Central Ohio Disaster Preparedness Planning Region, and
- B. WHEREAS, COTS has received grant monies from the Ohio Department of Health (ODH) to act as a regional disaster preparedness coordinator for the Central region by planning and funding the community's disaster preparedness efforts;
- C. WHEREAS, COTS desires to engage the Agency to develop, implement and enhance disaster preparedness plans and protocols;
- D. NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree to the following:

### **ARTICLE I. Contractor Responsibilities**

#### **Agency shall:**

- 1. Work with and report major milestones, as identified by COTS, to the COTS Regional Coalition Coordinator, Arin Tracy, 1390 Dublin Road, Columbus, Ohio 43215
- 2. Agency shall perform the Services consistent with the National Response Framework (NRF), the National Incident Management System (NIMS), the National Preparedness Goals (NPG), the Homeland Security Exercise and Evaluation Program (HSEEP) criteria, and the terms and conditions of this Agreement.
- 3. The manner and means of providing the Services are under the sole control of Agency. However, the Services contemplated herein must be acceptable to COTS and shall be subject to COTS' general right of supervision over its business affairs to secure satisfactory performance of Agency.

#### **Project Deliverables**

- 1. **Engagement in County-Level Healthcare Coalition** – The Agency is hereby engaged by COTS to coordinate the Coalition's development, implementation and enhancement of

community disaster preparedness plans and protocols with the following participants: hospitals, Emergency Management Agencies, public health authorities, EMS, long term care facilities, nursing homes, American Red Cross, hospice providers, Federally Qualified Health Centers, urgent care centers, home health providers, and other healthcare partners in the community (hereafter, the “Coalition”) in accordance with the State Fiscal Year (SFY2025) Grant for Regional Health Care Preparedness Program.

2. **Responsibilities of Agency Regarding Coalition Coordination Funding** – as a condition to receiving any of the funds for use in Coalition activities, **which amount shall not exceed \$8,000**. Agency shall comply with all of the following (more detail provided in Exhibit A):
  1. Distribute surveys, tools and other documents developed by the regional coalition to local partners; this would include important event information shared by COTS Staff.
  2. Distribute the Regional Coalition Memorandum of Understanding to new local coalition partners. To be eligible to participate in the full-scale exercises, coalition members must have a signed MOU on file and must complete at least 2 communication drills prior to the full-scale exercise.
  3. Each local coalition must have a lead agency and designate a co-lead or back up agency to assist with information sharing during an event. Provide this information on the Local Coalition Admin form on SharePoint. Due by August 31, 2024.
  4. Submit Notice of Acceptance or Declining Funding to RHCC. Submit Coalition Agreement to Regional Healthcare Coalition Coordinator. Due by August 30, 2024.
  5. Preparedness Domain: Community Resilience Objective–Healthcare Coalition Meetings. Coordinate and hold at minimum two local coalition meetings during the grant year. Ensure meeting dates are sent to Regional Healthcare Coalition Coordinator. Share and approve the local budget and proposed allocation of funds. Upload all meeting documents to local county healthcare coalition SharePoint site (meeting documentation should include sign in sheets, meeting minutes with coalition deliverable discussions, and any presentation material).
  6. Preparedness Domain: Community Resilience Objective–Healthcare Coalitions. The Healthcare Coalition Lead and/or designated co-lead will attend the Full Healthcare Coalition Meetings (4 total meetings). The HCC Lead will email the dates to the county healthcare coalition partners. September & November; February & April
  7. Preparedness Domain: Community Resilience Objective–Healthcare Coalitions. Maintain a contact list of coalition members, active participation status, and MOU status. Complete the Central Region Local Coalitions Membership form on SharePoint. Ensure the DATE of review/revision. Due by August. 31, 2024 and February 1, 2025.
  8. Present emPOWER numbers for the county with comparison from previous numbers at 2 coalition meetings and discuss how using this information can aid

the responders in knowing where electricity dependent individuals live. Upload document into the local county healthcare coalition SharePoint page. Due by Dec. 31, 2024, and May 31, 2025.

9. Preparedness Domain: Information Sharing Objective–Communication Drills. The Healthcare Coalition POC will track coalition member participation in monthly communication drills. Upload the communication tracker into the local county healthcare coalition SharePoint page Due by May 31, 2025.
10. Each local coalition must conduct a county healthcare coalition HVA review/workshop detailing the impacts on healthcare in the county. A review/revised date must be included in the HVA. Due by December 31, 2024.
11. Upload the county healthcare coalition Charter or Bylaws by December 31, 2024. A review/revise date must be included in the Bylaws.
12. Upload the county healthcare coalition Concept of Operations Plan (CONOPS) by December 31, 2024. A review/revise date must be included in the CONOPS Plan.
13. Upload the county healthcare coalition Communication Plan by December 31, 2024. A review/revise date must be included in the Communication Plan.
14. The Healthcare Coalition Lead and/or designated co-lead participates in the Medical Surge Response Exercise. Date: TBD
15. The Healthcare Coalition Lead and/or designated co-lead participates in the HCC Regional Chemical Emergency Surge TTX. Date: TBD
16. The Healthcare Coalition Lead and/or designated co-lead attends RHEP Coalition Summit. Date: April 3, 2025.
17. The Agency shall comply with the Equal Employment Opportunity (Executive Orders 11246 and 11375) and as supplemented by 41 CFR part 60. The Agency shall submit an invoice to COTS no later than June 6, 2025, stating that all deliverables have been met for the 2024-2025 grant year.

COTS shall pay the amount specified above within thirty days contingent on Agency's performance of all deliverables identified on Exhibit A and receipt of invoice.

3. **Allocation of Funds** – During the term of this Contract and subject to the terms and conditions set for herein, COTS shall allocate funds (in an amount not to exceed that identified in Section 2) received from the Ohio Department of Health to the Agency. Payment of the funds to the Agency shall be contingent upon COTS receipt of funds from ODH. A delay in ODH payment to COTS may result in a delay in the payment by COTS of funds to the Agency. The Agency acknowledges the potential for delay in its receipt of funds as a result of the preceding sentence and agrees to indemnify, hold harmless and defend COTS and its representatives from and against any and all claims, judgments, actions, demands, losses, costs, expenses, liabilities (joint or several), penalties or other damages as a result of any such delay. The Agency acknowledges and understands the COTS makes no representations that the Agency receipt of the funds is guaranteed, and COTS is in no way responsible for reimbursing the Agency for any expenses incurred in anticipation of the Funds.

4. **Use of Funds** – During the term of this Contract and subject to the terms and conditions set forth herein, the Agency shall use the Coalition Coordination funds to enhance the disaster preparedness of the community through holding the prescribed meetings and completing the identified deliverables as further provided in Exhibit A. Funds shall not be used for any unallowable costs as identified on Exhibit B attached hereto. The Agency shall at all times expend funds in compliance with the RFP and ODH's Grants Administration Policy and Procedure (GAPP) manual.

**\* Any purchase \$1,000 or greater must be submitted to COTS with a justification and approved by the Regional Healthcare Coordinator.**

**\* Local coalition budgets must be approved by the local coalition and documented in the meeting minutes.**

**\*No ASPR/HPP funding can be used for entities covered under the Centers for Medicare and Medicaid Emergency Preparedness Rule (CMS) to meet conditions for participation. (i.e., writing plans, developing exercises)**

5. **Records and Audit** – The agency shall maintain accounts and records adequate to identify and account for all expenditures made and funds received under this contract and all other records that COTS shall request the Agency to maintain from time to time. All disbursements for funds shall be only for obligations incurred in the performance of the Agency's Coalition Coordination Efforts and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. These accounts and records shall be retained for five (5) years after (i) expiration or termination of this Contract; or (ii) final payment of the Funds under this Contract, whichever is later, and during such period the Agency agrees to provide COTS with access to and the right to examine any books and records involving transactions related to this Contract. The Agency further agrees that all such accounts and records shall be kept in an orderly and readily identifiable fashion. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions related to the funds that an Agency has knowledge of prior to the expiration of the foregoing retention period, then the Agency agrees to continue to maintain all accounts and records until the final resolution of such litigation, claims, audits, negotiations, or other actions.
6. **Requests for Coalition Specific Information** – The Coalition Point(s) of Contact shall promptly reply to COTS' request for Coalition specific information relating to meeting deliverables and/or other requests related to readiness/preparedness inquiries from ODH or COTS in a timeframe set forth by COTS.
7. **Reduction of Funds/Termination** – COTS may terminate all or any part of this Contract and the Agency's right to receive funds and any obligation of the Agency to perform

Healthcare Coalition Coordination Efforts pursuant to this Contract immediately upon providing written notice to the Agency. The Agency also may terminate all or any part of this Contract and will forfeit the right to receive funds and any obligation of the Agency to perform Healthcare Coalition Coordination Efforts to this Contract immediately upon providing written notice to the COTS. If funds were already received by the Agency but were unspent at the time of such contract termination, such unspent funds must be returned to COTS in full within 30 days of such contract termination.

8. **Continued Effect of this Contract** – The parties agree that the terms of this Contract shall remain in full force and effect upon execution by both parties until June 30, 2025, or until a new Contract is executed by and between the parties or at such time that COTS' grant to act as regional disaster preparedness coordinator for the Central Region is terminated or expires, in which case the Contract shall automatically terminate. All State Fiscal Year 2025 ASPR funds must be spent or encumbered by June 15, 2025.
9. **Amendments** – The parties acknowledge that from time to time it may be necessary to amend the scope, terms, funds awarded or some other aspect of this Contract and agree that all changes to this Contract must be evidenced by either an amendment or an amended and restated Contract signed by all parties to this Contract.
10. **Binding Agreement** – This Contract is intended to be a legal binding agreement upon the parties with respect to all provisions stated herein and shall be binding upon the legal representatives, successors, assigns and affiliates, and subsidiaries of the respective parties.
11. **Counterparts** – This Contract may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.
12. **Assignment** – The Agency shall not subcontract any provision of this Contract to a third party without the express written approval of REF.
13. **Severability** – The provisions of this Contract are severable and in the event that one of more of the deliverables are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.
14. **Governing Law** – This Contract shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflict law). The site of any dispute resolution (including any mediation, arbitration, or litigation) shall be in Franklin County, Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers on the day and year first written above,

\_\_\_\_\_  
Agency CEO/President/Health Commissioner Signature

\_\_\_\_\_  
Date

TIN: 316400066



\_\_\_\_\_  
Robert Falcone, M.D. COTS CEO  
TIN: 311592734

\_\_\_\_\_  
7/1/2024  
Date

**Exhibit A**  
**County-Level Healthcare Coalition Coordination**  
**2024-25 Deliverables**

1. Distribute surveys, tools and other documents developed by the regional coalition to local partners; this would include important event information shared by COTS Staff.
2. Distribute the Regional Coalition Memorandum of Understanding to new local coalition partners. To be eligible to participate in the full-scale exercises, coalition members must have a signed MOU on file and must complete at least 2 communication drills prior to the full-scale exercise.
3. Each local coalition must have a lead agency and designate a co-lead or back up agency to assist with information sharing during an event. Provide this information on the Local Coalition Admin form on SharePoint. Due by August 31, 2024.
4. Submit Notice of Acceptance or Declining Funding to RHCC. Submit Coalition Agreement to Regional Healthcare Coalition Coordinator. Due by August 30, 2024.
5. Preparedness Domain: Community Resilience Objective–Healthcare Coalition Meetings. Coordinate and hold at minimum two local coalition meetings during the grant year. Ensure meeting dates are sent to Regional Healthcare Coalition Coordinator. Share and approve the local budget and proposed allocation of funds. Upload all meeting documents to local county healthcare coalition SharePoint site (meeting documentation should include sign in sheets, meeting minutes with coalition deliverable discussions, and any presentation material).
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7. Preparedness Domain: Community Resilience Objective–Healthcare Coalitions. Maintain a contact list of coalition members, active participation status, and MOU status. Complete the Central Region Local Coalitions Membership form on SharePoint. Ensure the DATE of review/revision. Due by August. 31, 2024 and February 1, 2025.
8. Present emPOWER numbers for the county with comparison from previous numbers at 2 coalition meetings and discuss how using this information can aid the responders in knowing where electricity dependent individuals live. Upload document into the local county healthcare coalition SharePoint page. Due by Dec. 31, 2024, and May 31, 2025.
9. Preparedness Domain: Information Sharing Objective–Communication Drills. The Healthcare Coalition POC will track coalition member participation in monthly

communication drills. Upload the communication tracker into the local county healthcare coalition SharePoint page Due by May 31, 2025.

10. Each local coalition must conduct a county healthcare coalition HVA review/workshop detailing the impacts on healthcare in the county. A review/revised date must be included in the HVA. Due by December 31, 2024.

11. Upload the county healthcare coalition Charter or Bylaws by December 31, 2024. A review/revise date must be included in the Bylaws.

12. Upload the county healthcare coalition Concept of Operations Plan (CONOPS) by December 31, 2024. A review/revise date must be included in the CONOPS Plan.

13. Upload the county healthcare coalition Communication Plan by December 31, 2024. A review/revise date must be included in the Communication Plan.

14. The Healthcare Coalition Lead and/or designated co-lead participates in the Medical Surge Response Exercise. Date: TBD

15. The Healthcare Coalition Lead and/or designated co-lead participates in the HCC Regional Chemical Emergency Surge TTX. Date: TBD

16. The Healthcare Coalition Lead and/or designated co-lead attends RHEP Coalition Summit. Date: April 3, 2025.

17. The Agency shall comply with the Equal Employment Opportunity (Executive Orders 11246 and 11375) and as supplemented by 41 CFR part 60. The Agency shall submit an invoice to COTS no later than June 6, 2025, stating that all deliverables have been met for the 2024-2025 grant year.

## **Exhibit B**

### **Unallowable Costs: Funds may not be used for the following:**

1. To advance political or religious points of view or for fund raising or lobbying; but must be used solely for the purpose as specified in this announcement;
2. To disseminate factually incorrect or deceitful information;
3. Consulting fees for salaried program personnel to perform activities related to grant objectives;
4. Bad debts of any kind;
5. Lump sum indirect or administrative costs;
6. Contributions to a contingency fund;
7. Entertainment;
8. Fines and penalties;
9. Membership fees -- unless related to the program and approved by ODH;
10. Interest or other financial payments;
11. Contributions made by program personnel;
12. Costs to rent equipment or space owned by the funded agency;
13. Inpatient services;
14. The purchase or improvement of land; the purchase, construction, or permanent improvement of any building;
15. Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
16. Travel and meals over the current state rates (see OBM website: <http://obm.ohio.gov/MiscPages/TravelRule> then click on OBM Travel Rule.)
17. Costs related to out-of-state travel, unless otherwise approved by ODH, and described in the budget narrative;
18. Training longer than one week in duration, unless otherwise approved by ODH;
19. Contracts for compensation with advisory board members;
20. Grant-related equipment costs greater than \$1000, unless justified and approved by ODH;
21. Payments to any person for influencing or attempting to influence members of Congress or the Ohio General Assembly in connection with awarding of grants;
22. Purchase of radio communications that are not MARCS compliant and approved by ODH.
23. Purchase of vehicles;
24. Replacement or maintenance of any existing equipment or items that a health care provider already has in their inventory that was not previously purchased with ASPR funds or not deemed for emergency response
25. Fit testing of N95 masks by outside contractors
26. Testing costs to evaluate employees who do not pass fit testing
27. Medication for patient treatment or patient prophylaxis unless specifically waived by ODH on a case-by-case basis
28. Ante rooms that do not have a negative air pressure system attached
29. Construction or major renovations
30. The purchase of antivirals for prophylaxis
31. Critical Infrastructure Protection activities at the individual facility level without prior approval from ODH
34. New staff positions, unless justified and approved by ODH;
35. Advertising, other than for recruitment and/or procurement;
36. Out of Country travel

**Use of grant funds for prohibited purposes will result in the loss and/or recovery of those funds.**

**Exhibit C**  
**Stop the Bleed Campaign Recommendations**

- A. Coalitions are encouraged to conduct at least (1) Stop the Bleed training course in your county with a target audience of lay people or law enforcement.
- a. Who can teach the B-Con (Bleeding Control for the Injured) course:
- Certified Athletic Trainer
  - Certified Registered Nurse Anesthetist
  - Dentist
  - Emergency Medical Responder
  - Emergency Medical Technician
  - Licensed Practical Nurse
  - Licensed Vocational Nurse
  - Nurse Practitioner
  - Occupational Therapist
  - Pharmacist
  - Physical Therapist
  - Physician/Surgeon
  - Physician Assistant
  - Registered Dietitian
  - Registered Nurse
  - Respiratory Therapist
  - Ski Patrol
  - Sworn Law Enforcement Officer
  - Veterinarian
- b. Stop the Bleed Training materials are available on the National Association of Emergency Medical Technicians (NAEMT) website
- B. Recommend the purchase of Combat Application Tourniquets to pre-position at venues where large groups gather in your county.
- a. Ideas for venues to approach for placement of tourniquets:
- i. Schools
  - ii. Churches
  - iii. Concert Halls
- C. A Receipt form will be provided to use for the venue to sign upon acceptance of the tourniquets.
- D. Websites of Interest:
- a. <https://www.naemt.org/education/education-overview>
  - b. [www.dhs.gov/stopthebleed](http://www.dhs.gov/stopthebleed)
- E. Stop The Bleed training is not a required deliverable for the 2024-2025 grant year.

Acronyms:

HVA – Hazard Vulnerability Assessment

TTX – Tabletop Exercise

## 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.\***

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Central Ohio Trauma System.

(Fairfield County Emergency Management Agency)

Approved as to form on 7/31/2024 3:30:39 PM by Austin Lines,

Signature Page

Resolution No. 2024-08.06.a

A Resolution to Approve a Grant Agreement between the Fairfield County Board of Commissioners and the Central Ohio Trauma System

(Fairfield County Emergency Management Agency)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Steven A. Davis, President	Aye
David L. Levacy, Vice President	Aye
Jeffrey M. Fix, Member	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

Resolution No. 2025-02.11.c

A resolution to request for appropriations for receipts for EMA Central Ohio Trauma System Grant Award Fund 2090 and advance (8221)

(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 to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle**

**WHEREAS,** FCEO is responsible for reimbursing the General Fund for their share of costs; and

**WHEREAS,** FCEO needs to reimburse the General Fund by using account code 534000 ; 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 438017 Postage Reimbursement - \$248.62

This amount represents monies owed to the General Fund for FCEO's share of Postage cost yearly paid to the Board of Commissioners as denoted in the attached documentation. (January 2024 through December 2024)

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 FCEO's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 16202401-534000 Contractual Services, Facility Costs  
Amount: \$ 248.62

Prepared by: Julie Huggins, Accounting Clerk  
cc: Staci Knisley, Commissioners' Office

**Fairfield County Engineer**

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Department	Billed	January	February	March	April	May	June
<b>33 ALLIANCE</b>							
<b>BOE</b>		\$ 1,707.85	\$ 2,287.59	\$ 994.95	\$ 1,200.25	\$ 720.56	\$ 714.45
<b>BOE COVID 19</b>		\$ 19.17					
<b>COC</b>		\$ 8,802.25	\$ 7,927.57	\$ 8,778.21	\$ 8,067.56	\$ 8,786.99	\$ 8,505.86
<b>ENTERP</b>	<b>Yrly</b>						
<b>HEALTH DEPT</b>							
<b>FACF</b>		\$ 0.63					
<b>JFS</b>	<b>QTR</b>	\$ 3,162.85	\$ 3,480.92	\$ 3,487.30	\$ 4,010.19	\$ 4,061.66	\$ 3,182.69
<b>MISC</b>		\$ 8,741.44	\$ 6,875.52	\$ 6,170.22	\$ 2,936.99	\$ 4,502.78	\$ 3,559.50
<b>REGIONAL PLANNI</b>		\$ 65.28		\$ 13.55			
<b>REAL ES</b>	<b>Bulk</b>						
<b>UTILITIES</b>	<b>Yrly</b>	\$ 25.96	\$ 38.40	\$ 51.31	\$ 55.92	\$ 82.75	\$ 31.60
<b>ENGINEER</b>	<b>QTR</b>	\$ 32.02	\$ 39.86	\$ 9.20	\$ 20.96	\$ 54.25	\$ 7.07
<b>ADAMH</b>	<b>QTR</b>						
<b>TRANSIT</b>	<b>QTR</b>						
<b>TOTALS</b>							

<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Yearly</b>
						\$ -
\$ 1,245.84	\$ 2,454.76	\$ 11,742.39	\$ 3,866.79	\$ 91.23	\$ 2,822.73	\$ 29,849.39
\$ 8,791.05	\$ 9,906.96	\$ 6,712.67	\$ 9,652.26	\$ 8,870.46	\$ 8,849.64	\$ 103,651.48
						\$ -
						\$ 0.63
\$ 4,111.17	\$ 3,760.26	\$ 2,106.58	\$ 3,792.99	\$ 3,227.08	\$ 3,290.48	\$ 41,674.17
\$ 3,559.29	\$ 5,016.55	\$ 3,046.07	\$ 2,903.25	\$ 4,381.75	\$ 7,028.83	\$ 58,722.19
						\$ 78.83
						\$ -
\$ 122.07	\$ 148.24	\$ 35.06	\$ 90.82	\$ 74.67	\$ 123.10	\$ 879.90
\$ 21.94	\$ 23.87	\$ 13.11	\$ 6.32	\$ 20.02	\$ -	\$ 248.62
		\$ 12.54			\$ 9.64	
						\$ -

Resolution No. 2025-02.11.d

A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle

(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 to engineering consulting 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:

\$225,000.00	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 to engineering consulting services.**

**For Auditor's Office Use Only:**

16202405-530020      \$225,000.00

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2025-02.11.e

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting 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 compensation and damages**

**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:

\$10,000.00          16202403-Other

---

Prepared by: Julie Huggins  
cc: Engineer

**A resolution to appropriate from unappropriated in a major  
expenditure object category County Engineer 2024-Motor Vehicle for  
compensation and damages**

**For Auditor's Office Use Only:**

16202403-590010      \$10,000.00

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2025-02.11.f

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for compensation and damages

(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 Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council**

**WHEREAS,** appropriations are needed to cover expenses for 2025; and

**WHEREAS,** an account-to-account transfer will allow proper classification of major expenditure object categories.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the transfer of appropriations in the amount of \$3,500.00 is hereby authorized as follows:

From:        60752100, Personal Services \$2,232.39  
               60752100, Fringe Benefits \$1,267.61

To:            60816022, Material Supplies \$3,500.00

Prepared by: Morgan Fox, Fiscal Officer

**Account-to-Account Transfer  
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$3,500.00

From: 60752100, 511010, Salary, Employees; \$2,232.39  
To: 60816022, 560000, Materials and Supplies; \$2,232.39

From: 60752100, 521000, Health Insurance; \$881.63  
To: 60816022, 560000, Materials and Supplies; \$881.63

From: 60752100, 521100, Life Insurance; \$2.64  
To: 60816022, 560000, Materials and Supplies; \$2.64

From: 60752100, 522000, Medicare; \$32.37  
To: 60816022, 560000, Materials and Supplies; \$32.37

From: 60752100, 523000, Retirement-PERS; \$312.53  
To: 60816022, 560000, Materials and Supplies; \$312.53

From: 60752100, 526000, Workers Comp; \$38.44  
To: 60816022, 560000, Materials and Supplies; \$38.44

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2025-02.11.g

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure  
Object Category – Fund # 7521, Family Children First Council

(Fairfield County Family and Children First Council)

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 Postage as a Memo Expenditure for Fund# 2018**

**WHEREAS**, the Board of Commissioners pay postage costs for Fairfield County Job and Family Services; and

**WHEREAS**, Fairfield County Job and Family Services is responsible for reimbursing the General Fund for their share of costs; and

**WHEREAS**, Fairfield County Job and Family Services needs to reimburse the General Fund by using 00100110 438017, Postage Reimbursement.

---

**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 438017, Postage Reimbursement: \$10,310.55

This amount represents monies owed to the General Fund for Fairfield County Job and Family Service's share of postage costs 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 and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for Fairfield County Job and Family Service's share of costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

12201807 561010 Postage: \$10,310.55

Prepared by: Morgan Fox, Fiscal Officer



**Fairfield County JFS**  
239 W Main St  
Lancaster, OH 43130


SERVE • CONNECT • PROTECT

Departments	Billed	January	February	March	April	May	June	July	August
<b>33 ALLIANCE</b>									
<b>BOE</b>		\$ 1,707.85	\$ 2,287.59	\$ 994.95	\$ 1,200.25	\$ 720.56	\$ 714.45	\$ 1,245.84	\$ 2,454.76
<b>BOE COVID 19</b>		\$ 19.17							
<b>COC</b>		\$ 8,802.25	\$ 7,927.57	\$ 8,778.21	\$ 8,067.56	\$ 8,786.99	\$ 8,505.86	\$ 8,791.05	\$ 9,906.96
<b>ENTERP ZONE</b>	<b>Yrly</b>								
<b>HEALTH DEPT</b>									
<b>FACF</b>		\$ 0.63							
<b>JFS</b>	<b>QTR</b>	<b>\$ 3,162.85</b>	<b>\$ 3,480.92</b>	<b>\$ 3,487.30</b>	<b>\$ 4,010.19</b>	<b>\$ 4,061.66</b>	<b>\$ 3,182.69</b>	<b>\$ 4,111.17</b>	<b>\$ 3,760.26</b>
<b>MISC</b>		\$ 8,741.44	\$ 6,875.52	\$ 6,170.22	\$ 2,936.99	\$ 4,502.78	\$ 3,559.50	\$ 3,559.29	\$ 5,016.55
<b>REGIONAL PLANNING</b>		\$ 65.28		\$ 13.55					
<b>REAL ESTATE*</b>	<b>Bulk</b>								
<b>UTILITIES</b>	<b>Yrly</b>	\$ 25.96	\$ 38.40	\$ 51.31	\$ 55.92	\$ 82.75	\$ 31.60	\$ 122.07	\$ 148.24
<b>ENGINEER</b>	<b>QTR</b>	\$ 32.02	\$ 39.86	\$ 9.20	\$ 20.96	\$ 54.25	\$ 7.07	\$ 21.94	\$ 11,742.39
<b>ADAMH</b>	<b>QTR</b>								
<b>TRANSIT</b>	<b>QTR</b>								
<b>TOTALS</b>									

September	October	November	December	Yearly
				\$ -
\$ 11,742.39	\$ 3,866.79	\$ 91.23	\$ 2,822.73	\$ 29,849.39
\$ 6,712.67	\$ 9,652.26	\$ 8,870.46	\$ 8,849.64	\$ 103,651.48
				\$ -
				\$ 0.63
\$ 2,106.58	\$ 3,792.99	\$ 3,227.08	\$ 3,290.48	\$ 41,674.17
\$ 3,046.07	\$ 2,903.25	\$ 4,381.75	\$ 7,028.83	\$ 58,722.19
				\$ 78.83
				\$ -
\$ 35.06	\$ 90.82	\$ 74.67	\$ 123.10	\$ 879.90
\$ 13.11	\$ 6.32	\$ 20.02	\$ -	\$ 11,967.14
\$ 12.54			\$ 9.64	
				\$ -

Signature Page

Resolution No. 2025-02.11.h

A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

(Fairfield County Job and Family Services)

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 costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund**

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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- 433000 Reimbursement - \$131,591.50

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-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 FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$126,876.25

Account: 12201812-530005 Contract Services - Other

Amount: \$4,715.25

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES  
239 WEST MAIN ST  
LANCASTER, OHIO 43130

Provider: Lancaster-Fairfield Public Transit  
Address: 746 Lawrence Street

Phone #: 740-681-5086  
City: Lancaster

Zip Code: 43130

EXPENSES:	Current Month	Service Month: December	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1358		
Total Trip Amount	\$39,240.00		
Total Wait Time	265		
Total Wait Time Amount	\$6,612.50		
Total # Miles	16,037		
Total Milage Amount	\$87,180.50		
Total Cost for Service Month	\$133,033.00		
Adjustments			
TOTAL BILLED	\$133,033.00		

I hereby certify that all recipients provided transportation were duly authorized  
Medicaid eligible individuals and that the transportation was provided in accordance  
with Chapter 5160-15 of the OAC:

Signature of Provider: *Aaron Kennedy*

Title: Transit Director

Date: 2/3/25

WIOA CCMEP: \$1,441.50  
TANF CCMEP: \$4,715.25  
TANF: \$1,336.00  
NEMT: \$125,510.25  
Local: \$30.00

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-02.11.i

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

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 costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund**

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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- 433000 Reimbursement - \$1,441.50

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-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 FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other  
Amount: \$1,441.50

Prepared by: Morgan Fox, Fiscal Officer  
cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES  
239 WEST MAIN ST  
LANCASTER, OHIO 43130

Provider: Lancaster-Fairfield Public Transit  
Address: 746 Lawrence Street

Phone #: 740-681-5086  
City: Lancaster

Zip Code: 43130

EXPENSES:	Current Month	Service Month: December	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1358		
Total Trip Amount	\$39,240.00		
Total Wait Time	265		
Total Wait Time Amount	\$6,612.50		
Total # Miles	16,037		
Total Milage Amount	\$87,180.50		
Total Cost for Service Month	\$133,033.00		
Adjustments			
TOTAL BILLED	\$133,033.00		

I hereby certify that all recipients provided transportation were duly authorized  
Medicaid eligible individuals and that the transportation was provided in accordance  
with Chapter 5160-15 of the OAC:

Signature of Provider: Aaron Kennedy

Title: Transit Director

Date: 2/3/25

WIOA CCMEP: \$1,441.50  
TANF CCMEP: \$4,715.25  
TANF: \$1,336.00  
NEMT: \$125,510.25  
Local: \$30.00

☒ Please check box indicating that you are authorized to submit invoice electronically

Signature Page

Resolution No. 2025-02.11.j

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of  
Transportation Paid to Lancaster-Fairfield Public Transit, Fund #2599, Workforce Fund

(Fairfield County Job and Family Services)

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 #2 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 was 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 #2 is necessary for the furnishing, delivery, and installation of a commercial rater refrigerator, freezer, ice maker, and stainless steel sink with faucet, along with some other additional items;

**WHEREAS**, change order #1 was necessary for increasing the Contract Completion date by 14 days to February 12, 2024; and

**WHEREAS**, change order #2 will not increase the Contract Time; and

**WHEREAS**, change order #1 increased the contract price by \$21,537.00, making the new contract price \$252,459.00; and

**WHEREAS**, change order #2 will include the purchase of equipment for the concession stand and a change in bathroom partitions which will increase the contract price by \$10,028.90, making the new contract price \$262,487.90; and

**WHEREAS**, the board has determined that the item costs are reasonable and competitive;

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

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**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #2 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 #2 for the Otte Park Concessions + Restroom Pavillion Project.

2025-02.11.k

**A Resolution to Approve a Change Order #2 for the CDBG PY2022  
Village of Pleasantville – Otte Park Concessions + Restroom Pavillion  
Project.**

Prepared by: Joshua Hillberry  
cc: Regional Planning Commission

## CHANGE ORDER

Order No. 2

Date: 1/23/2025

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:

The change order includes the furnishing/delivery/installation for a commercial rated refrigerator, freezer, ice maker and stainless steel sink with faucet. See the attached cut sheets of the equipment. The change order also includes upgraded bath partition coating and a deduct for the contractor to not supply a new utility pole and relocate/reuse the existing electric pole. The additional cost for this work is \$10,028.90.

Change to CONTRACT PRICE: \$ 21,537.00 Total contract change to date

Original CONTRACT PRICE: \$ 230,922.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 252,459.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 10,028.90

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 262,487.90

Change to CONTRACT TIME: 14 days per CO#1

The CONTRACT TIME will be (increased) (decreased) by 0 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

Contractor: 

Flecto LLC

Signature: 

Title: President

County: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Township: N/A

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## Flecto Construction Change Order

Flecto CO Request

Contract# CDBG PY2022  
 Date: 1/20/2025  
 Change Order# 2

Contractor: **Flecto Construction**  
**3704 East Pike**  
**Zanesville, OH 43701**

Project: **Otte Park Concessions & Restroom**  
**295 Summit St.**  
**Pleasantville, OH 43148**

You are hereby approved to make the following changes to the Contractor Agreement listed above:

Description of Work	Amount
Commercial Refrigerator	\$ 2,517.35
Commercial Freezer	\$ 1,838.85
Commercial Ice Maker	\$ 3,103.85
<del>Commercial Merchandise Refrigerator</del>	<del>\$ 1,281.10</del>
Commercial Stainless Steel Sink w/faucet	\$ 918.85
<del>Commercial Fryer</del>	<del>\$ 1,091.35</del>
Upgraded bath partition coating	\$ 2,100.00
Deduction - Reuse of electric pole	\$ (450.00)

Amount of Change ~~\$12,401.35~~ \$10,028.90

Original Contract Sum	\$ 230,922.00
Net Change by Previous Change Orders	\$ 21,537.00
Amount of this Change Order	<span style="border: 1px solid red; padding: 2px;">\$10,028.90</span> <del>\$ 12,401.35</del>
New Contract Sum (Including this Change Order)	<span style="border: 1px solid red; padding: 2px;">\$262,487.90</span> <del>\$ 264,860.35</del>

Signature \_\_\_\_\_

Date \_\_\_\_\_

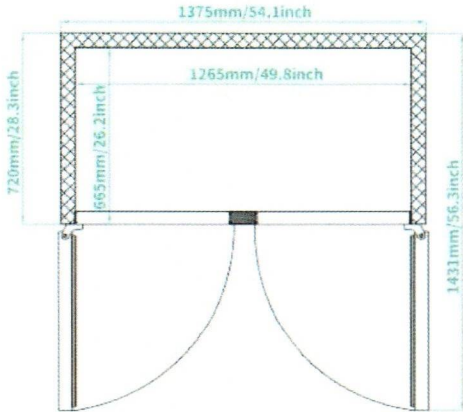
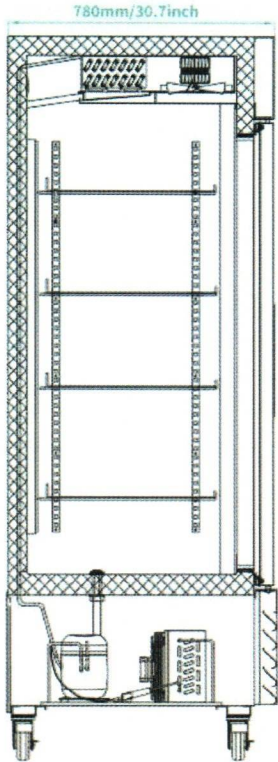
3704 East Pike, Zanesville, Ohio 43701 - T 740.297.4425

[www.flectoconstruction.com](http://www.flectoconstruction.com)

Commercial Refrigerator



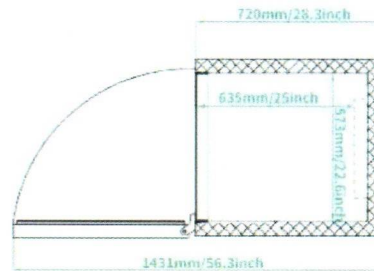
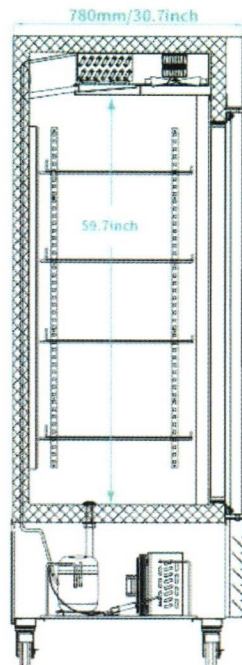
Size



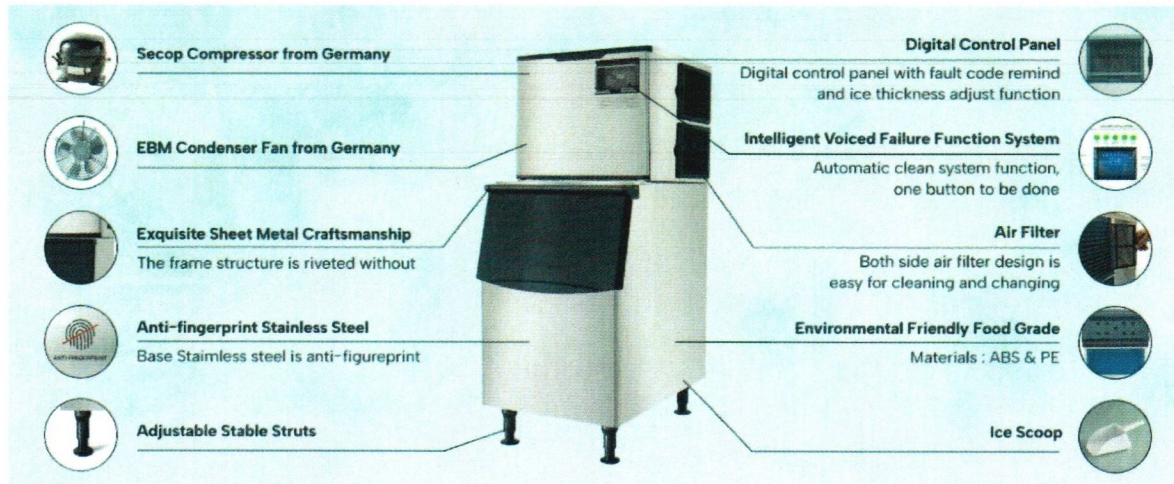
## Commercial Freezer



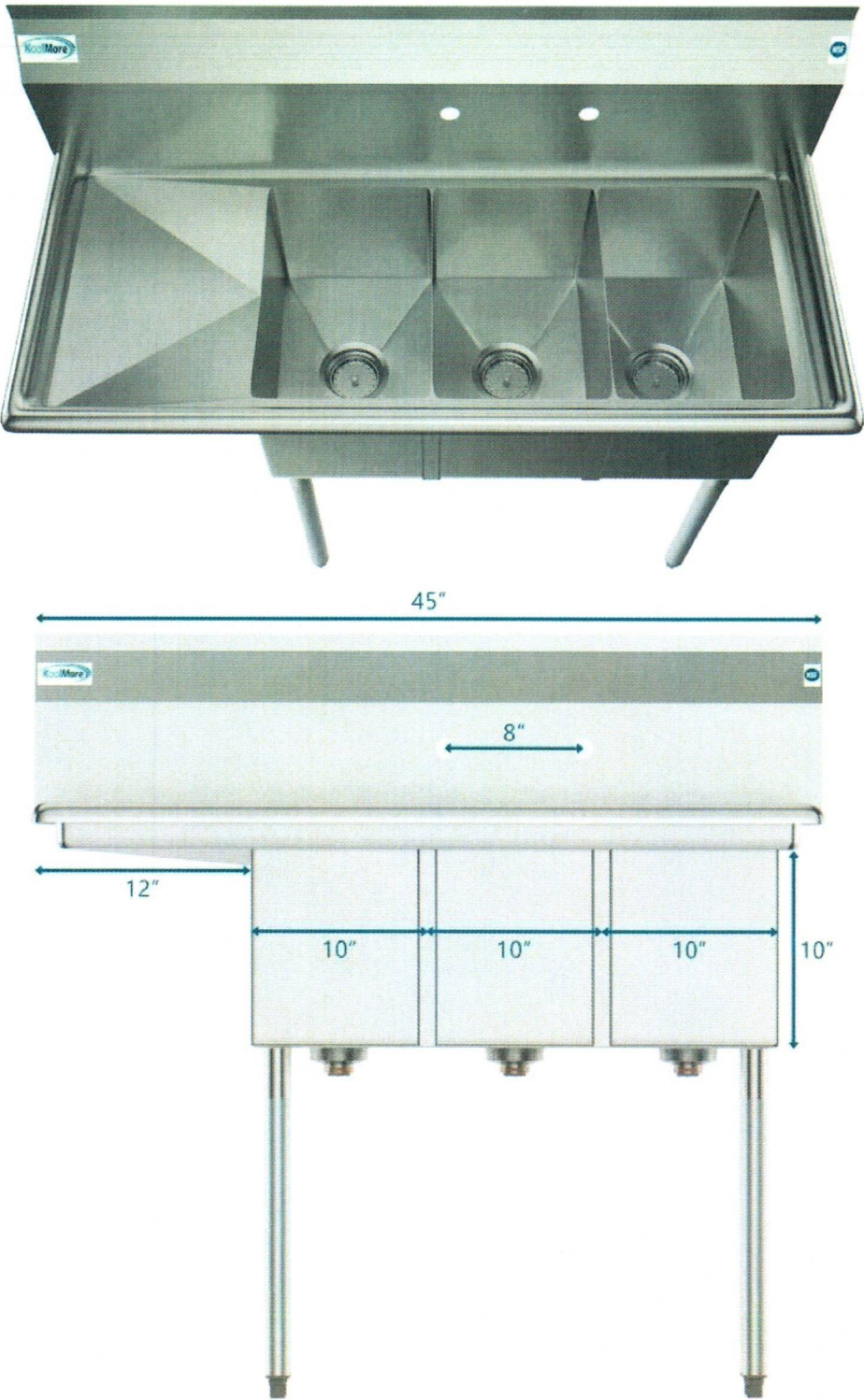
### Size




## Commercial Ice Maker




Commercial S.S. Sink w/ Faucet



## Drawing Notes

- Compartment widths on drawings are shown at center line of panels.
- Compartment depths on drawings are shown from front face of pilaster to finished wall.
- Cut headrail in field to suit (if applicable).
- "X" on drawings indicates that backing is required.
- Fabrication will not commence until approval has been received.
- Material supplied will conform to the dimensions indicated on drawings.
- Scale of drawings - none.
-  on drawings indicates location of pilaster reinforcing channel(s).

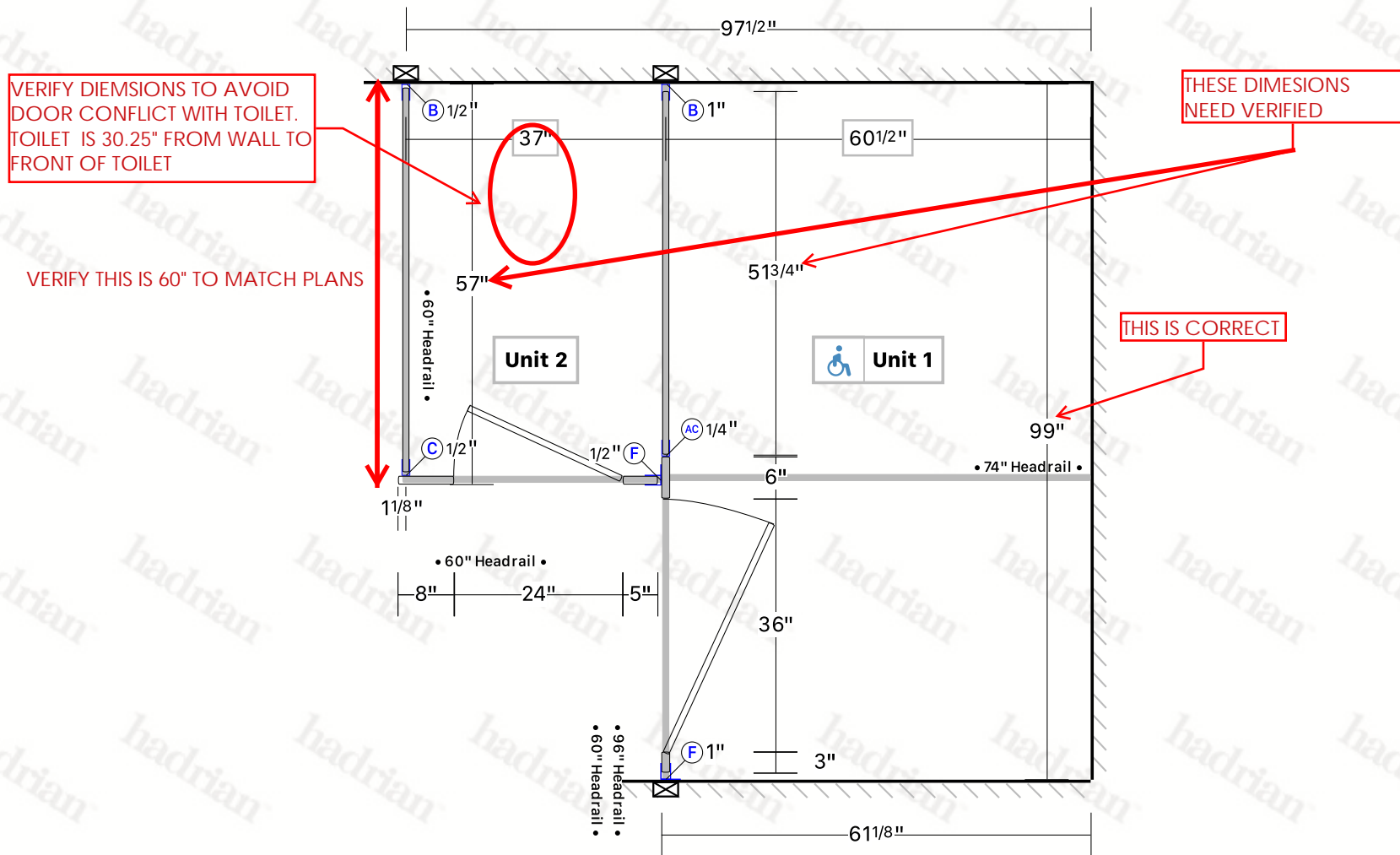
	
<input type="checkbox"/> No exceptions taken	<input type="checkbox"/> Amend and resubmit
<input checked="" type="checkbox"/> Make corrections noted	<input type="checkbox"/> Rejected (see remarks)
<small>THE REVIEW OF SHOP DRAWINGS IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND CONTRACT DOCUMENTS. MARKINGS OR COMMENTS SHALL NOT BE CONSTRUED AS RELIEVING THE CONTRACTOR FROM COMPLIANCE WITH THE PROJECT PLANS AND SPECIFICATIONS NOR DEPARTURES THEREFROM. THE CONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS, FOR SELECTING FABRICATION PROCESSES, FOR TECHNIQUES OF ASSEMBLY, AND FOR PERFORMING WORK IN A SAFE MANNER.</small>	
PROJECT <u>18041</u> BY <u>Trevor McLean</u> DATE <u>12/04/2024</u>	

**Project Title** FP-09021283  
**Drawing Title** Women's Room

**Created By** Getoar Ajvazi  
**Date Printed** 11/05/2024

**Last edit date** 11/05/2024  
**Quote Number** Q0871143.001

**Distributor** Fast Partitions



**LEGEND**

(AC) Alcove Channel

(B) F Bracket

(C) U Clip

(F) Pilaster F Bracket

**Unit**

Panel/Door height = 58"  
 Panel/Door AFF = 12"

**Product** Toilet Partitions  
**Series** Standard  
**Sightline Option** None

**Material** Powder Coated  
**AFF** 12"  
**Hinge** Concealed

**Finish** TBA - Color TBA  
**Hardware** Standard Chrome  
**Latch** Concealed

**Partition** Headrail Braced  
**Options** None

2/11/2025

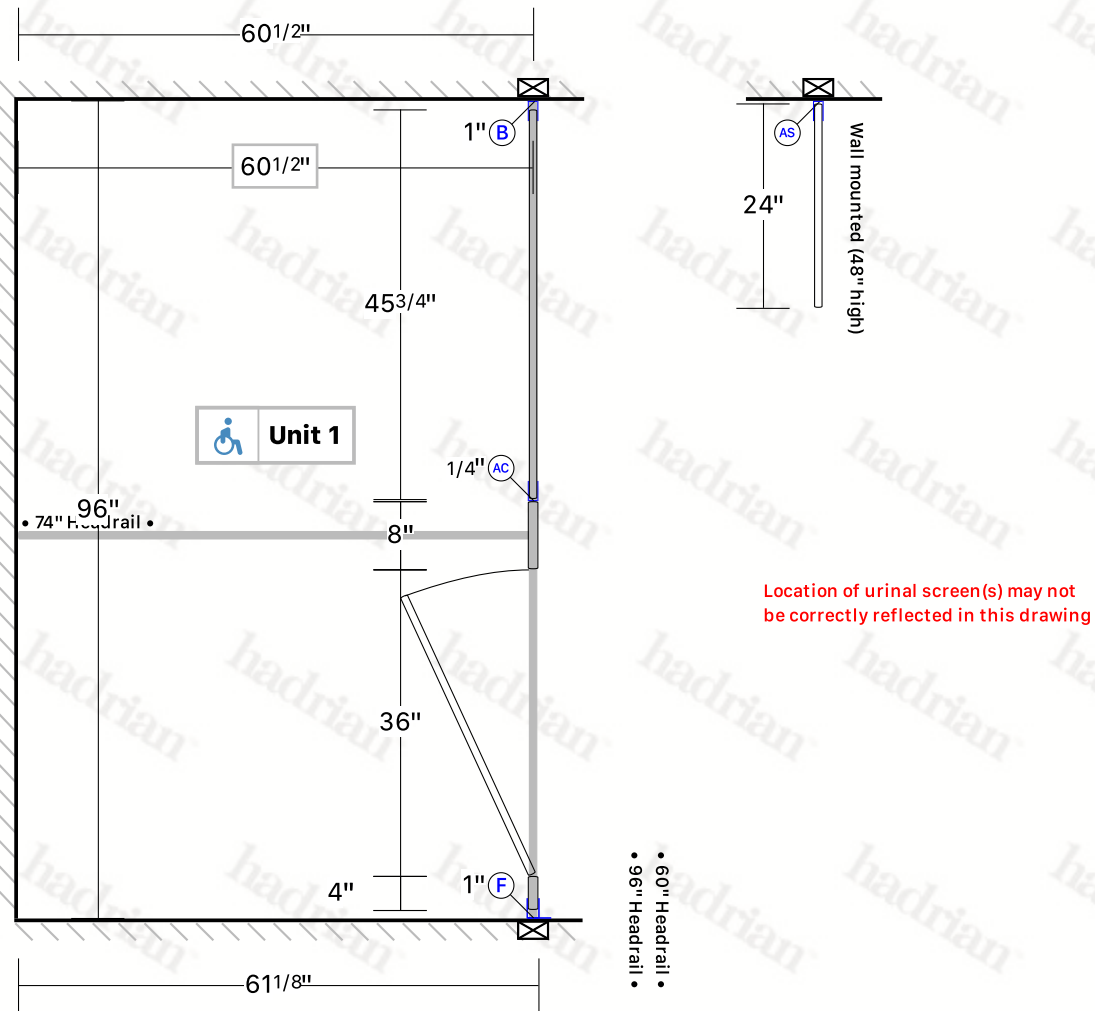
240

**Project Title** FP-09021283  
**Drawing Title** Men's Room

**Created By** Getoar Ajvazi  
**Date Printed** 11/05/2024

**Last edit date** 11/05/2024  
**Quote Number** Q0871143.001

**Distributor** Fast Partitions



**LEGEND**

(AC) Alcove Channel

(AS) Screen H Bracket

(B) F Bracket

(F) Pilaster F Bracket

**Unit**

Panel/Door height = 58"  
 Panel/Door AFF = 12"

**Product** Toilet Partitions  
**Series** Standard  
**Sightline Option** None

**Material** Powder Coated  
**AFF** 12"  
**Hinge** Concealed

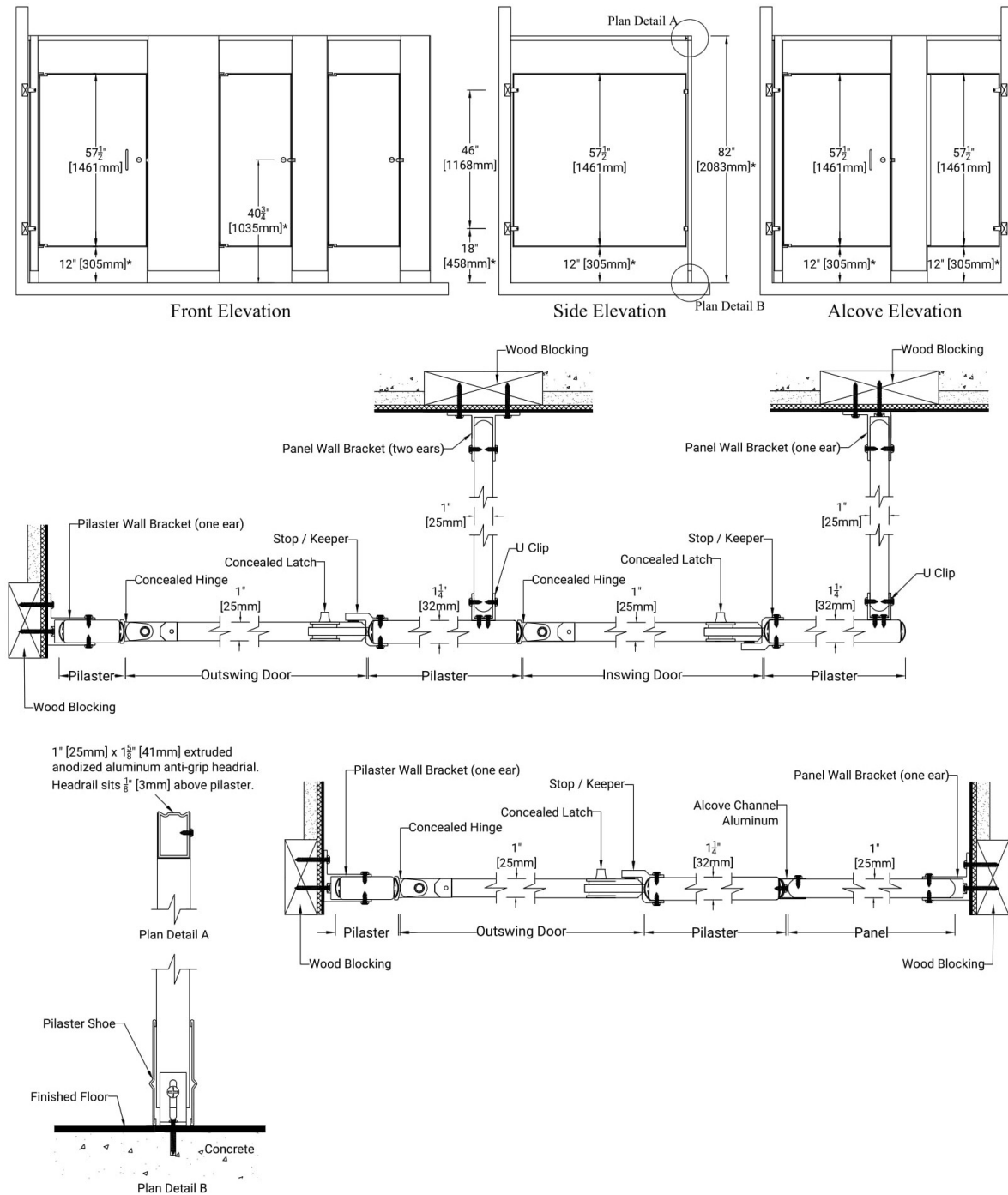
**Finish** TBA - Color TBA  
**Hardware** Standard Chrome  
**Latch** Concealed

**Partition** Headrail Braced  
**Options** None

2/11/2025

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**Metal Toilet Partitions**  
**Standard Series - Headrail Braced - 12" [305mm] AFF**  
**Chrome - Concealed Latch & Concealed Hinge**



**Important Notes:**

Refer to final drawings for wood blocking information. Wood blocking is critical to ensure a rigid installation.  
 See material specifications for material and hardware finishes.

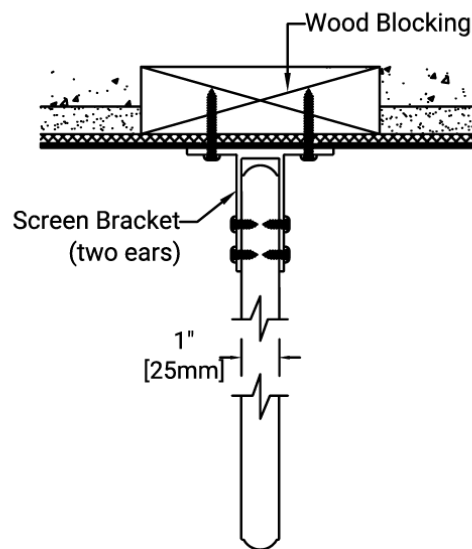
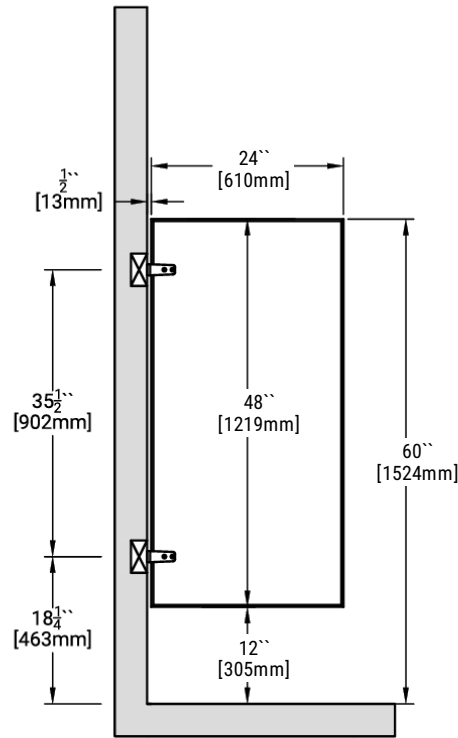
\*Above finish floor dimensions may vary due to floor level and cam position

## Metal Urinal Screens

Standard Series - Wall mounted

12" [305mm] AFF

### Stirrup Bracket Installation










#### Available Panel Depths

18" [457mm]

24" [610mm]




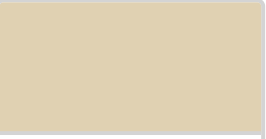
## Solid Colors

 <p>535   ★ <b>Light Grey</b></p>	 <p>609  <b>Colonial Blue</b></p>	 <p>541 <b>Extra White</b></p>	 <p>603  ★ <b>Almond</b></p>	 <p>576 <b>Ruby Red</b></p>
 <p>621  <b>Slate</b></p>	 <p>639 <b>Sapphire Blue</b></p>	 <p>504  ★ <b>Linen</b></p>	 <p>532  <b>Latte</b></p>	 <p>607 <b>Bordeaux</b></p>
 <p>545  <b>Charcoal</b></p>	 <p>510  <b>Black</b></p>	 <p>500 <b>White</b></p>	 <p>585 <b>Sahara</b></p>	 <p>581 <b>Moss Green</b></p>

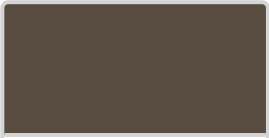



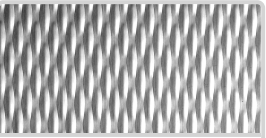
## Anti-Graffiti Colors *(Subject to upcharge)*

Proven ASTM D6578 Graffiti Resistance to easily remove:

Permanent Marker • Lipstick  
• Water Based Ink Marker •  
Wax Crayon • Spray Paint


 <p>833 <b>Tricorn Black</b></p>	 <p>828 <b>Dovetail</b></p>	 <p>829 <b>Desert</b></p>	 <p>826 <b>Kilim Beige</b></p>
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## Special Effects Colors *(Subject to upcharge)*

 <p>837 <b>Black Fox</b></p>	 <p>831 <b>Nickel Metallic</b></p>	 <p>814 <b>Cast Iron Metallic</b></p>	 <p>900 <b>304 #4 Brushed Stainless Steel</b></p>	 <p>90R <b>Embossed Stainless Steel</b></p>
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## Stainless Steel

★ Headrail braced toilet partitions available for Premium Quick Ship in USA; subject to upcharge.

 Headrail braced, ceiling hung (for 9 ft ceilings and lower) and floor mounted toilet partitions available for Quick Ship in USA.

 Headrail braced toilet partitions available for Quick Ship in Canada.

For custom colors, a minimum of 20 units for toilet partitions and 100 units for lockers is required per color. Custom colors are subject to upcharge.

Colors shown are approximations only. For accurate color matches, refer to Hadrian's printed color card. Hadrian reserves the right to change colors and/or finishes without prior notice.

Signature Page

Resolution No. 2025-02.11.k

A Resolution to Approve a Change Order #2 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.

**A resolution to approve the Replat of Valley View Farms, Section 1  
Lots 6 & 7 [Regional Planning]**

**WHEREAS,** the Valley View Farms subdivision is located in Pleasant Township, Section 27, Township 15, Range 18; and

**WHEREAS,** the plat for this subdivision was originally recorded on February 15, 2005; and

**WHEREAS,** on January 7<sup>th</sup>, 2025, the Regional Planning Commission approved a Replat of Valley View Farms, Section 1 Lots 6 & 7.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

**Section 1.** That this Board hereby approves and authorizes itself to execute said Replat of Valley View Farms, Section 1 Lots 6 & 7.

Prepared by: Joshua Hillberry  
cc: Regional Planning

Signature Page

Resolution No. 2025-02.11.I

A resolution to approve the Replat of Valley View Farms, Section 1 Lots 6 & 7  
[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 authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.**

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of February 13, 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 County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - COMMISSIONERS ADMIN									
FUND: 2617 - OLDER ADULT SERVICES LEVY									
5420393	2/13/2025	5672	LANCASTER PUBLIC TRANSIT SYSTEM	11/26/24	2/4/2025	691	C0211	FAIRFIELD COUNTY PUBLIC TRANSIT levy grant	80,785.00
5420396	2/13/2025	15940	GUARDIANSHIP SERVICES BOARD OF FAIRFIELD COUNTY	11/26/24	2/4/2025	766	C0211	GUARDIANSHIP SERVICES BOARD OF FAIRFIELD COUNTY	86,600.00
TOTAL: COMMISSIONERS ADMIN									167,385.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1215 - HUMAN RESOURCES</b>									
<b>FUND: 1001 - GENERAL FUND</b>									
5420392	2/13/2025	600	COUNTY LOSS CONTROL COORDINATOR'S ASSOC.	2025	1/28/2025	435	C0211	2025 dues for JEFFREY PORTER & ABBY WATSON	175.00
<b>TOTAL: HUMAN RESOURCES</b>									<b>175.00</b>

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2300 - SHERIFF-ADMIN									
FUND: 1001 - GENERAL FUND									
5420394	2/13/2025	9225	PARR PUBLIC SAFETY EQUIPMENT	INV108189	1/27/2025	24004346	C0211	7) UPFITTING FOR MARKED NEW VEHICLES	87,616.68
TOTAL: SHERIFF-ADMIN									87,616.68

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2400 - TREASURER									
FUND: 2804 - 2804 - DTAC TREASURER									
5420395	2/13/2025	11066	FF CO LAND REUTILIZATION CORP	LB 2025-01	1/29/2025	25001885	C0211	LAND BANK PURPOSES SET FORTH IN ARTICLES OF INC	150,000.00
TOTAL: TREASURER									150,000.00
Summary Total for this report:									405,176.68

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$167,385.00
1215 - HUMAN RESOURCES	\$175.00
2300 - SHERIFF-ADMIN	\$87,616.68
2400 - TREASURER	\$150,000.00
Summary Total For This Report:	\$405,176.68

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Resolution No. 2025-02.11.m

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

(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.