

**Regular Meeting #17 - 2024**  
**Fairfield County Commissioners' Office**  
**April 30, 2024**

**Review Meeting**

The Commissioners met at 7:00 p.m. at the Wagnalls Memorial Library, 150 E. Columbus St., Lithopolis. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Commissioners' Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Facilities and EMA Director, Jon Kochis; IT Director, Dan Neeley; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Interim RPC Director, Holly Mattei; Utilities Deputy Director, Josh Anders; Deputy Auditor, Angel Horn; and JFS Deputy Director, Heather O'Keefe. Also in attendance: George Bennett, Betty Bennett, Dennis Kull, Debbie Gobel, Lisa Thomas, Carol Myers, Cheryl Berner, Dave Berner, Mike Clark, Cindy Clark, Loren Townsend, Patsy Townsend, Mary Cullison, George Cullison, Scott Barr, Dale Solt, Carolyn Solt, Barbara Andermatt, John Andermatt, Jim Cottrell, Beth Cottrell, Sherry Pymer, Frank Martin, Barb Martin, Jeff Williamsen, Melissa Connor, Judy Zollinger, Becky Hoover, Sue Mazzarini, Alyson Cupp, Christine Evans, Randy Evans, Laura Steele, David Steele, Ellie Powell, Keith Powell, Jenny Powell, Sophie Powell, Nicklas Riegel, Ned Riegel, Joe Moody, Christa Moody, Cheryl Kohler, Jerry Stamer, Angela Horn, Rebekah Copeland, David Copeland, Dave Ward, Nancy Ward, Charlie Tooill, Amy Tooill, JoAnn Lohne, Sarah Blunden, Peggy Pedigo, Cecil Miller, Linda Werner, Brian Marianne, and Van Vooritz.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance and thanked the Wagnalls Memorial Library Director, Deb Silvia, Board President, Jeff Cotner, and the library staff for their wonderful hospitality.

**Wagnalls Memorial Library Executive Director, Deb Silvia**

Ms. Silvia welcomed everyone to the Wagnalls Memorial Library and spoke about upcoming events to celebrate the library's centennial. She stated that event information would be available on the library's website and on their Facebook and Instagram social media pages.

**Listen & Learn – Gay Fad**

Jason and David Anney proprietors of Gay Fad Studios, a company with historical roots in Lancaster, Ohio, spoke about Lancaster as a "Glass Town." Jason Anney stated that he and David revived the Gay Fad Studios company in 2021, which was started by Fran Taylor in the late 1930's. Fran came from Detroit to start her business that employed mostly women and sourced glass from Anchor Hocking. Bill Butcher was the Art Director for Gay Fad studios for its entire 24 years in existence. The business struggled when its designs were stolen from another company. Gay Fad Studio's glassware was hand painted. The Anney's worked with Fran's daughter, Stephanie Taylor, to revive Gay Fad Studios and stated that they adhere to the same standards as the original company. The Anney's spend time with antique dealers across the U.S and found over 4000 original Gay Fad Studio pieces. Jason stated that a female CEO from that era that had a studio in New York should be celebrated. The current Gay Fad Studios has exclusive glassware, a wholesale program that offers retailers access, and custom glassware for non-profits and businesses to raise money. There will be a three day event, June 21-23, showcasing Gay Fad Studios and partnering with 35 businesses, 20 national vendors, and 2 special guests. The event will be called "Bottoms Up." There will be 50 activities, 30 classes, and 10 presentations at the three day event in Lancaster.

**Regular Meeting #17 - 2024**  
**Fairfield County Commissioners' Office**  
**April 30, 2024**

This will be a regional and national show/event. The plan is to grow the show and make it an annual event. Shag will be debuting glassware and has designed glassware specifically for the show. Jonathan Capps will give a glass-blowing demonstration. Stephanie Taylor is coming from California to see the thriving downtown Lancaster area and to participate in the event. The Annecy's encouraged everyone to participate in the event and to share information about the event on social media.

Commissioner Davis stated he looks forward to the event.

**Public Comments**

Melissa Hoover Connor of Pleasantville elaborated on previously stated dangers and other concerns regarding large solar energy projects.

Scott Bar, a teacher at Ohio Christian University, spoke about Wendell Berry, a man who wrote about the invasion of industrial solar. Mr. Barr read a poem from Mr. Berry titled, "A Vision".

Laura Steele of Amanda spoke about the generational farming of the land which she and her family live, and about drainage on that land.

Ellie Powell spoke about the natural landscape of the home in which she resides and offered concerns for the impact of solar energy.

Jeff Williamsen of Greenfield Township spoke about the employment controversy surrounding industrial solar projects. He stated his concern that the number of full-time permanent jobs that would be provided by an industrial solar farm has been inflated.

Christine Evans spoke about a family vineyard in Amanda, and the dreams associated with this business. She also spoke about the livelihood and health of her family and neighbors and encouraged exclusionary zones

Beth Cottrill of Cedarville Road thanked the Commissioners for considering exclusionary zones for industrial solar. She spoke about the rights of property owners and the impact of solar projects on properties and communities.

David Steele of Amanda spoke about the effect of water drainage on farms and about the farm tile that could be crushed by an industrial solar project. He urged the Commissioners to pass exclusionary zones prohibiting industrial solar projects.

Connie Spillman of Carroll spoke about her concern that less farmland would mean less food.

Randy Evans of Amanda spoke about his family's vineyard/farm, and the home he just remodeled, that will be adversely affected by the possible solar project.

Ervin Dumm of Amanda is worried about the damage and runoff of water caused by industrial solar energy farms.

Patsy Townsend stated she does not want her area to be industrialized and asked for exclusionary zones.

Commissioner Levacy thanked everyone for coming and for being so polite.



**Regular Meeting #17 - 2024**  
**Fairfield County Commissioners' Office**  
**April 30, 2024**

**County Administration Update**

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

**Week in Review**

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 23 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution to approve the 2024 Ohio Airport Grant Program contract between ODOT, the Fairfield County Airport Authority, and the Fairfield County Commissioners. This is for the obstruction removal of Election House Rd at the Fairfield County Airport. Our local grant match for this project is \$112,260.00, and the maximum grant amount from ODOT is \$366,700.00
- A resolution to approve change order #1 with Gutknecht Construction for the Workforce Engineering Lab. The change order extends the completion date since the space has been occupied, delaying the start of the project.
- A resolution to authorize the \$10,000.00 in funding from the Ohio Secretary of Stated awarded to the Board of Elections for Cybersecurity Technical Assistance.
- A resolution authorizing an agreement for the installation of LED lighting upgrades at the Job and Family Services Building and DDC Controls at Workforce Center with Ameresco.
- A resolution to approve IV-D contracts between JFS and the Sheriff's Office for service of process and security services and Domestic Relations Court for magistrate services.
- A resolution authorizing the approval of a lease agreement with OU for classroom space at the Fairfield Center.
- A resolution to approve a memo receipt and memo expenditure for CPS and the CPS levy fund as covered under "movements of cash by operation of law."
- A resolution approving the amending of the Fairfield County Building Department's Commercial Building Permit Application Requirements and the fee schedule.
- A resolution authorizing the approval of advances from the general fund to Major Crimes.
- A resolution to sign the agricultural easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program at the closing which will be scheduled with the Ohio Department of Agriculture.

**Regular Meeting #17 - 2024  
Fairfield County Commissioners' Office  
April 30, 2024**

Mr. Szabrak stated that the Engineering Lab at the Workforce Center will be a wonderful gem to show off to the rest of the state and will help attract manufacturers and jobs. The construction of the lab will be done by the end of the year.

Ms. Mattei stated that building permits will be able to be submitted electronically, which will enhance communication with the builders.

**Calendar Review/Invitations Received**

- *The review of calendar items, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen, unless otherwise noted.*

- Spring 2024 Pickerington Honors Art Exhibition, May 5, 2024, 2:00 p.m.-4:00 p.m., Pickerington-Violet Township Historical Museum, 15 E. Columbus St., Pickerington
- Amanda-Clearcreek Local Schools' Electric School Bus Celebration, May 6, 2024, 9:00 a.m., 328 E. Main St., Amanda
- Light Ohio Blue Ceremony, May 8, 2024, 5:30 p.m., The Tree Church, 721 N. Memorial Dr., Lancaster, RSVP by May 3, 2024
- The Forest Rose School Class of 2024 Graduation, May 17, 2024, 1:00 p.m., Forest Rose School, 739 College Ave., Lancaster
- Fairfield County ADAMH Annual Dinner and Fundraising Event, May 21, 2024, 6:00 p.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington
- Fairfield County Farm Bureau Policy Development Meeting, May 30, 2024, 8:00 a.m., Fairfield County Fairgrounds, Ricketts Hall, 157 E. Fair Ave., Lancaster
- Ohio Attorney General's Elder Abuse Commission Conference, "Dollars and Sense: Financial Exploitation of Older Adults", June 26, 2024, 9:00 a.m., Sharonville Convention Center, 11355 Chester Rd., Cincinnati
- CCAO Summer Symposium 2024, August 21-23, 2024, Hocking Hills Lodge and Conference Center, 20020 OH-664, Logan

**Correspondence Received**

- Press Release, Fairfield County ADAMH, April 25, 2024, "Jones Loflin, Keynote Speaker for Fairfield ADAMH Dinner"
- Correspondence Regarding Industrial Solar Projects
- Press Release, Office of County Auditor, April 25, 2024, Auditor's Office Appreciative for 2023 Community's Choice Award for Top Employer – Place to Work"
- Memo, Dr. Carri Brown, April 25, 2024, Subjects: Three Types of Property Tax Reductions & Save the Date Reminders
- Fairfield County Auditor's Wins of the Week, April 25, 2024
- Hocking Township Trustees' Resolution 24-07, Adopted April 22, 2024
- Newsletter, Fairfield County E-News Update

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**Old Business**

Commissioner Fix thanked the two deputies in attendance and spoke about attending a meeting for the model zoning project. The Commissioner was pleased and encouraged by the number of townships and villages in attendance.

**New Business**

Auditor Brown spoke about the May map of the month to honor Memorial Day and the county cemeteries. She also spoke about teaching a course at OU on grant writing and conducting a mentorship program with Fairfield Homes. She thanked departments for meeting internal deadlines for financial reporting.

Commissioner Levacy spoke about the significance of the Stonewall Cemetery.

Clerk Meyer stated his office is celebrating one year at the Fairfield Center and the recent start of providing driver exam services. He added that he also recently taught a course with the Ohio Judicial College on fingerprinting processes and the Ohio Supreme court recognized Fairfield County as one of the counties that does the process very efficiently.

Treasurer Bahnsen spoke about working with taxpayers on questions they may have and added that his office will be working on the second half of 2023 tax bills. He added that the Land Bank annual report was recently filed with the state.

Mr. Szabrak gave a shoutout to Carrie Stone, a career navigator, who helps students around the county find job opportunities. He also spoke about the Workforce Center's summer camps and stated they are free and offer a variety of workforce specializations. You can go to the county's website, under Economic Development, for information on the summer camps.

Mr. Hampson noted the American Rescue Plan report for the quarter was completed and had been submitted to the Treasury.

**Regular (Voting) Meeting**

The Commissioners continued to their voting portion of the meeting and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Commissioners' Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Facilities and EMA Director, Jon Kochis; IT Director, Dan Neeley; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Interim RPC Director, Holly Mattei; Utilities Deputy Director, Josh Anders; Deputy Auditor, Angel Horn; and JFS Deputy Director, Heather O'Keefe. Also in attendance: George Bennett, Betty Bennett, Dennis Kull, Debbie Gobel, Lisa Thomas, Carol Myers, Cheryl Berner, Dave Berner, Mike Clark, Cindy Clark, Loren Townsend, Patsy Townsend, Mary Cullison, George Cullison, Scott Barr, Dale Solt, Carolyn Solt, Barbara Andermatt, John Andermatt, Jim Cottrell, Beth Cottrell, Sherry Pymer, Frank Martin, Barb Martin, Jeff Williamsen, Melissa Connor, Judy Zollinger, Becky Hoover, Sue Mazzarini, Alyson Cupp, Christine Evans, Randy Evans, Laura Steele, David Steele, Ellie Powell, Keith Powell, Jenny Powell, Sophie Powell, Nicklas Riegel, Ned Riegel, Joe Moody, Christa Moody, Cherly Kohler, Jerry Starner, Angela Horn, Rebekah Copeland, David Copeland, Dave Ward, Nancy Ward, Charlie Tooill, Amy Tooill, JoAnn Lohne, Sarah Blunden, Peggy Pedigo, Cecil Miller, Linda Werner, Brian Marianne, and Van Vooritz.

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**Pledge of Allegiance**

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

**Announcements**

There were no announcements.

**Approval of Minutes for April 23, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 23, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

- 2024-04.30.a      Approval of Fiscal Year 2024 Ohio Airport Grant Program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners
- 2024-04.30.b      A Resolution for Approval of Change Order No. 1 to the Contract between Gutknecht Construction and the Fairfield County Commissioners
- 2024-04.30.c      A Resolution to Approve a Memo Receipt and Expense for the Stop Loss Pool Sub Fund & the Self-Funded Healthcare Fund
- 2024-04.30.d      A Resolution Approving an Account-to-Account Transfer in a Major Object Expense Category for the Safety & Security Budget, General Fund #1001

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Board of Elections**

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

- 2024-04.30.e      A Resolution to Authorize Funding Made Available to the Fairfield County Board of Elections for a Grant for Cybersecurity Technical Assistance and Appropriate from Unappropriated

Roll call vote of the motion resulted as follows:

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



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

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

- 2024-04.30.f      A Resolution to Approve the Contract Bid Award for the 2024 Crack Sealing Project [Engineer] 2024-04.30.g A Resolution to Approve the Contract Bid Award for the FAI-CR17/31 Resurfacing Project
- 2024-04.30.h      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services.
- 2024-04.30.i      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

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

**Approval of Resolutions from Fairfield County Facilities**

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

- 2024-04.30.j      A Resolution Authorizing an Agreement for the Installation of LED Lighting Upgrades at the Job and Family Services Building and DDC Controls at Workforce Center with Ameresco
- 2024-04.30.k      A Resolution Authorizing the Approval of a Lease Agreement with Ohio University for classroom space at The Fairfield Center

Director Kochis stated there are over 1000 light fixtures in the government services center and this will provide huge cost savings.

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

**Approval of Resolutions from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

- 2024-04.30.l      A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, Respectively
- 2024-04.30.m      A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and Fairfield County Court of Common Pleas, Domestic Relations Division

**Regular Meeting #17 - 2024  
Fairfield County Commissioners' Office  
April 30, 2024**

- 2024-04.30.n      A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and the Fairfield County Sheriff's Office
- 2024-04.30.o      A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and Fairfield County Sheriff's Office
- 2024-04.30.p      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2072, Public Children Services

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

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

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

- 2024-04.30.q      A Resolution to approve an amendment to the Commercial Building Permit Application Requirements and Fee Schedule for the Fairfield County Building Department
- 2024-04.30.r      A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Enviro Construction Co. for a CDBG Program Year 2022 Project for the Village of Pleasantville, Columbus/Pearl Street Sewer Improvements

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

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

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

- 2024-04.30.s      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 2593, Concealed Handgun License

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

**Approval of Resolutions from South Central Major Crimes Unit**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from South Central Major Crimes Unit:

- 2024-04.30.t      A Resolution Authorizing the Approval of Advances from the General Fund to Fund #7829 JAG, #7830 DLEF, and #7858 COAP OCJS
- 2024-04.30.u      A Resolution to Appropriate from Unappropriated in the 2024 JAG Grant Fund #78782924

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

**Approval of a Resolution from the Fairfield County Soil and Water Conservation District**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Soil and Water Conservation District:

2024-04.30.v      A Resolution to Sign the Agricultural Easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program at a Closing to be Scheduled with the Ohio Department of Agriculture

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

**Approval of the Payment of Bills**

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

2024-04.30.w      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: Jeff Fix, Steve Davis, and Dave Levacy

**Adjournment**

Commissioner Fix thanked his colleagues for continuing with the evening meetings, which he thinks is a great way to include additional residents from the county.

Sherry Pymer asked about election system hacking.

Commissioner Fix recommended she contact the Board of Elections as the Commissioners do not administer elections.

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 8:20 p.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, May 7, 2024, at 210 E. Main St., Lancaster, OH.







# A G E N D A

## BOARD OF COMMISSIONERS

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

**Tuesday, April 30, 2024**  
**7:00 p.m.**

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

### 1. Review

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

### 2. Welcome

### 3. Listen & Learn, Gay Fad Studios

Jason and David Annecy

### 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. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Spring 2024 Pickerington Honors Art Exhibition, May 5, 2024, 2:00 p.m.-4:00 p.m., Pickerington-Violet Township Historical Museum, 15 E. Columbus St., Pickerington
  - ii. Amanda-Clearcreek Local Schools' Electric School Bus Celebration, May 6, 2024, 9:00 a.m., 328 E. Main St., Amanda
  - iii. Light Ohio Blue Ceremony, May 8, 2024, 5:30 p.m., The Tree Church, 721 N. Memorial Dr., Lancaster, RSVP by May 3, 2024
  - iv. The Forest Rose School Class of 2024 Graduation, May 17, 2024, 1:00 p.m., Forest Rose School, 739 College Ave., Lancaster
  - v. Fairfield County ADAMH Annual Dinner and Fundraising Event, May 21, 2024, 6:00 p.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington

S E R V E • C O N N E C T • P R O T E C T



# AGENDA

## BOARD OF COMMISSIONERS

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

**County Administrator**  
Aundrea N. Cordle

**Deputy County Administrator**  
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**Clerk**  
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- vi. Fairfield County Farm Bureau Policy Development Meeting, May 30, 2024, 8:00 a.m., Fairfield County Fairgrounds, Ricketts Hall, 157 E. Fair Ave., Lancaster
- vii. Ohio Attorney General’s Elder Abuse Commission Conference, “Dollars and Sense: Financial Exploitation of Older Adults”, June 26, 2024, 9:00 a.m., Sharonville Convention Center, 11355 Chester Rd., Cincinnati
- viii. CCAO Summer Symposium 2024, August 21-23, 2024, Hocking Hills Lodge and Conference Center, 20020 OH-664, Logan

f. Correspondence

- i. Press Release, Fairfield County ADAMH, April 25, 2024, “Jones Loflin, Keynote Speaker for Fairfield ADAMH Dinner”
- ii. Correspondence Regarding Industrial Solar Projects
- iii. Press Release, Office of County Auditor, April 25, 2024, Auditor’s Office Appreciative for 2023 Community’s Choice Award for Top Employer – Place to Work”
- iv. Memo, Dr. Carri Brown, April 25, 2024, Subjects: Three Types of Property Tax Reductions & Save the Date Reminders
- v. Fairfield County Auditor’s Wins of the Week, April 25, 2024
- vi. Hocking Township Trustees’ Resolution 24-07, Adopted April 22, 2024
- vii. Newsletter, Fairfield County E-News Update

**7. Old Business**

**8. New Business**

- a. Updates from Elected Officials in Attendance

**9. Regular (Voting) Meeting**

**10. Adjourn**

SERVE • CONNECT • PROTECT

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 4.25.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,355,902.97 has been appropriated, \$20,545,127.55 expended, \$6,972,534.26 encumbered or obligated.

<b>12Project/Category</b>		<b>As of 4/25/24 Appropriations</b>	<b>As of 4/25/24 Expenditure</b>	<b>As of 4/25/24 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,488,618.85	3,404,630.19	83,988.66
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	1,600,361.39	1,422,878.16	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	230,088.02	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,481,742.09</b>	<b>6,160,298.11</b>	<b>86,488.66</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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<b>Project/Category</b>		<b>As of 4/25/24 Appropriations</b>	<b>As of 4/25/24 Expenditure</b>	<b>As of 4/25/24 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
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	400,000.00	286,854.84	112,500.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
<b>Subtotal Negative Economic Impacts</b>		<b>5,526,803.88</b>	<b>3,162,281.60</b>	<b>2,363,877.12</b>
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		<b>39,554.00</b>	<b>39,554.00</b>	<b>0.00</b>
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		<b>27,907.72</b>	<b>27,907.72</b>	<b>0.00</b>
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00



**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 4.25.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,355,902.97 has been appropriated, \$20,545,127.55 expended, \$6,972,534.26 encumbered or obligated.

Project/Category		As of 4/25/24 Appropriations	As of 4/25/24 Expenditure	As of 4/25/24 Obligation
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	0.00	2,761,835.85
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	431,557.67	181,442.33
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>7,093,939.99</b>	<b>2,773,366.19</b>	<b>4,176,698.81</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
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	3,763,530.00	2,471,708.96	253,169.65
R61h	Community School Attendance Program	486,110.43	280,437.03	54,458.73

**Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 4.25.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,355,902.97 has been appropriated, \$20,545,127.55 expended, \$6,972,534.26 encumbered or obligated.

<b>Project/Category</b>		<b>As of 4/25/24 Appropriations</b>	<b>As of 4/25/24 Expenditure</b>	<b>As of 4/25/24 Obligation</b>
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	197,657.97	2,342.03
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	4,357.66	4,357.66	0.00
<b>R61o</b>	Auditor Copiers	11,893.30	11,983.30	0.00
<b>R61p</b>	Bremen ADA Ramps	26,954.00	26,954.00	0.00
<b>R61q</b>	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
<b>R517a</b>	Beavers Field Utilities	37,346.77	36,606.46	0.00
<b>Revenue Loss</b>		9,582,277.98	8,043,701.94	347,969.67
<b>Administration</b>				
R71a	Administrative Expenses	603,677.31	338,017.99	0.00
<b>Subtotal Administration</b>		603,677.31	338,017.99	0.00
<b>Grand Total</b>		<b>\$29,355,902.97</b>	<b>\$20,545,127.55</b>	<b>\$6,972,534.26</b>

ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
APRIL 22, 2024 TO April 28, 2024

Fairfield County Commissioners

- AA.04.23-2024.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.04.25-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Facilities

- AA.04.24-2024.a An Administrative Approval is requested to purchase a trailer for Facilities. [Facilities]
- AA.04.26-2024.a An Administrative Approval for an Agreement for installation of doorways in office space at the Fairfield Center with Best Door Company. [Facilities]
- AA.04.26-2024.b An Administrative Approval Authorizing the Approval of a Construction Agreement and Bid Award with Gutknecht Construction Group [Facilities]

Fairfield County Law Library

- AA.04.26-2024.c An Administrative Approval to approve the signing of a Memorandum of Understanding from the Statewide Consortium of County Law Library Resource Boards for the Fairfield County Law Library. [Law Library]

Fairfield County Regional Planning Commission

- AA.04.22-2024.a An Administrative Approval for Commitment to Matching Funds for the USDA Regional Food Systems Partnership Grant [Regional Planning Commission]

*You are cordially invited to the*

SPRING 2024  
PICKERINGTON HONORS

*Art Exhibition*

May 5, 2-4 PM



PICKERINGTON-VIOLET TOWNSHIP  
HISTORICAL MUSEUM

*15 East Columbus Street*

LIGHT REFRESHMENTS TO BE SERVED.







## Amanda-Clearcreek Local School District

328 East Main Street  
Amanda, Ohio 43102  
740-969-7250 (phone)  
740-969-7620 (fax)



April 26, 2024

Community Partner,

With great excitement, we invite you to join Amanda-Clearcreek Local Schools and our fellow community partners to celebrate the finalization of the Electric School Bus Project on Monday, May 6, 2024 at 9:00 am. Amanda-Clearcreek Local School District was awarded the EPA 2022 Clean School Bus Rebate. Of approximately 2,000 applications across the nation, A-C was one of six districts in Ohio to receive these funds. The \$790,000 was used to purchase two Saf-T-Liner CR Jouley Electric School Buses and contributed to the associated infrastructure. We hope you can join us to celebrate this innovative addition to our transportation program.

Respectfully,

Timothy R. Edwards, Ed.D  
Superintendent

Lana Fairchild  
Treasurer / CFO

# Amanda-Clearcreek Local Schools Electric School Bus Celebration



Amanda-Clearcreek was awarded funding for the new electric buses through the Environmental Protection Agency (EPA) Clean School Bus Rebate Program.

Please join us at the Amanda-Clearcreek Bus Compound to celebrate the start-up of our two new electric school buses!

May 6, 2024 at 9:00 am

328 East Main Street  
Amanda, Ohio 43102



VEREGY -chargepoint+





PLEASE JOIN US AS WE CELEBRATE THE

**GRADUATION**

OF

**THE FOREST ROSE SCHOOL  
CLASS OF 2024**

*Zachary Justice Raleigh*

**FRIDAY, MAY 17, 2024  
AT 1:00 P.M.**

FOREST ROSE SCHOOL  
739 COLLEGE AVENUE, LANCASTER OHIO

PLEASE RSVP BY MAY 10<sup>TH</sup> TO  
[SHELLEY.MCGEE@FAIRFIELDCOUNTYOHIO.GOV](mailto:SHELLEY.MCGEE@FAIRFIELDCOUNTYOHIO.GOV)



The Friends of ADAMH *presents*

*Growing*  
a Healthier Community

**Annual Dinner and Fundraising Event**

**Tuesday, May 21**

**6:00 in the evening**

**Wigwam Event Center**

10190 Blacklick-Eastern Road NW Pickerington, OH

**\$30 per person**

**Experience** a national speaker and author, **enjoy** dinner while honoring 3 recipients of the Friends of ADAMH Award, **win** some awesome gifts through the silent auction and **Listen** to the exciting ways, with your help, the **Fairfield County ADAMH Board is Growing a Healthier Community!**



*Sponsorships for the event are available. Visit the Fairfield County ADAMH website for more information and to purchase tickets.*

**[www.fairfieldadamh.org](http://www.fairfieldadamh.org) or 740.654.0829 Ext. 242**

Friends of ADAMH is a Political Action Committee registered with the IRS as a 501(c)4 non-profit organization. Contributions are used to support the Fairfield County ADAMH Board ballot initiatives and are not tax deductible for federal income tax purposes.





# Growing a Healthier Community!

Dear Friend of ADAMH:

You are invited to partner with The Fairfield Alcohol, Drug Addiction and Mental Health Services (ADAMH) Board in **“Growing a Healthier Community!”**

On Tuesday, May 21, the Fairfield ADAMH Board will hold its annual dinner and fundraising event at the Wigwam Event Center in Pickerington. This premier event will recognize three individuals or organizations in the community who have embodied the mission of the ADAMH Board. In addition, Jones Loflin, a nationally known author, speaker, and coach will share an empowering presentation.

The Fairfield ADAMH Board touches the lives of nearly every community member. How, might you ask?

- If you have a child in a school in Fairfield County, the ADAMH Board may be providing evidence-based prevention programs in that school.
- The first responders who keep you, your family and neighborhood safe have most likely participated in Crisis Intervention Team (CIT) Training provided by the Fairfield ADAMH Board and community partners.
- The information and referral services 2-1-1 number you may have referred someone seeking basic human needs - food, shelter, or clothing - receives funding from the Fairfield ADAMH Board.
- The counselor who continues to help move a family through their grief due to the loss of a loved one was most likely funded in part by the Fairfield ADAMH Board.
- When someone feels they have nowhere else to turn and calls the crisis help line in Fairfield County - ADAMH Board funds ensure someone is on the other end of the phone.
- The Lighthouse provides safety and security to survivors of domestic violence with funding from the Fairfield County ADAMH Board to assist them in breaking the cycle of violence.

Your Fairfield County ADAMH Board advocates daily for everyone, and now the Board is seeking your support for this annual event. Please consider a sponsorship listed on the enclosed form and purchase tickets to attend the dinner, silent auction and presentation by the keynote speaker, Jones Loflin.

Tickets may be purchased by visiting the Fairfield County ADAMH website: [www.fairfielddadamh.org](http://www.fairfielddadamh.org) or by calling the office at 740-654-0829, Ext. 242.

Together, we are **Growing a Healthier Community!**



Jones Loflin, national speaker, coach and author of *Juggling Elephants and Always Growing*.



# Growing a Healthier Community



The Friends of ADAMH presents *Growing a Healthier Community* at 6 PM on Tuesday, May 21st at the Wigwam Event Center in Pickerington, OH. Below are ways you or your business can help! Please respond by May 13 to ensure your donation can be recognized in the program and other materials.

## Title Sponsor

Business listed along with the Fairfield County ADAMH Board as the presenter of the event., included in all marketing materials and 8 tickets to the event. - \$5,000

## Speaker Sponsor

Business included in all marketing materials and 4 tickets to the event. - \$2,500

## Award Sponsor

Business included in all marketing materials and 2 tickets to the event. Three sponsorships available - \$1,000

## Table Sponsor

Business listed in program along with name on the table and 2 tickets to the event. Multiple opportunities - \$500

## Friend of ADAMH

Name listed in the program - \$250

## Silent Auction Donation

Donation item or gift basket - minimum value \$150

## Monetary Donation

I cannot attend, but please accept this donation of \$\_\_\_\_\_

## Ticket Purchase

Visit [www.fairfieldadamh.org](http://www.fairfieldadamh.org) or 740.654.0829 Ext. 242

**Donor information**    **Company/Individual Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Sponsor Level** \_\_\_\_\_

Please make check payable to:

Friends of ADAMH  
545 E Town St  
Columbus, OH 43215

Please direct any questions to  
[friendsoffairfieldcountyadamh@gmail.com](mailto:friendsoffairfieldcountyadamh@gmail.com)

**Friends of ADAMH is a Political Action Committee registered with the IRS as a 501(c)4 non-profit organization. Contributions are used to support the Fairfield County ADAMH Board ballot initiatives and are not tax deductible for federal income tax purposes.**



Dear Farm Bureau Member, Elected Official or  
Community Member



Fairfield, Hocking, Pickaway & Ross  
County Farm Bureaus  
24633 US RT 23 S  
Circleville, OH 43113  
740-474-6284

Non-Profit Org.  
U.S. Postage PAID  
Circleville, OH  
Permit #8

As a grassroots organization, Fairfield County Farm Bureau is working hard to represent our members at all levels of government. As we enter a new program year, we need your help in identifying issues on which Farm Bureau can direct its efforts. We are interested in your ideas as to the major issues and needs of the county as they relate to your position and agriculture. I would like to personally invite you to our public policy meeting on Thursday, May 30 at 8:00 AM at Ricketts Hall on the Fairfield County Fairgrounds, 157 E. Fair Ave., Lancaster, OH 43130.

We become a stronger organization when we have participation and input from our members. Please join us! Breakfast provided.

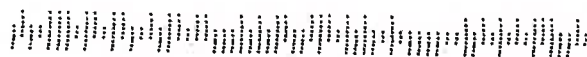
RSVP to 740-474-6284

Sincerely Lynne Schultz

President, Board of Trustees, Fairfield County

Rochelle Menningen  
210 E Main St. Room 302  
Lancaster, OH 43130

43130-3254 0008



## Fairfield County Farm Bureau

# Policy Development Meeting

Unite with Farm Bureau members to collaborate on issues you deem important to shape local, state and federal policy affecting agriculture and our community.

**Can't make the meeting?** Share your policy ideas and concerns with us by emailing [fairfield@ofbf.org](mailto:fairfield@ofbf.org) or phone 740-474-6284.

**When:** Thursday, May 30, 2024

**Time:** 8-10 a.m.

**Where:** Ricketts Hall  
Fairfield County Fairgrounds  
157 E. Fair Ave.  
Lancaster, OH 43130

04/30/2024



FAIRFIELD COUNTY

## SAVE THE DATE | 2024 ELDER ABUSE AWARENESS DAY

In observance of Ohio's 2024 Ohio Elder Abuse Awareness Day, the **Ohio Attorney General's Elder Abuse Commission** will present a daylong conference. Please mark your calendar and plan to join us for:

# DOLLARS AND SENSE: FINANCIAL EXPLOITATION OF OLDER ADULTS

**DATE:** Wednesday, June 26, 2024

**TIME:** 9 a.m.-4:30 p.m. (doors open at 8 a.m.)

**LOCATION:** Sharonville Convention Center,  
11355 Chester Rd., Cincinnati, OH 45246

**COST:** \$40 with lunch provided (CLE, CEU, and  
law enforcement credits are pending).



Please continue to visit [www.ohioattorneygeneral.gov/Elder-Abuse-Awareness-Day](http://www.ohioattorneygeneral.gov/Elder-Abuse-Awareness-Day) for updates on the conference and registration information as it becomes available.



**DAVE YOST**  
OHIO ATTORNEY GENERAL





---

**Save the Date!**

**CCAO Summer Symposium 2024 is coming soon  
at Hocking Hills Lodge and Conference Center.**



**SAVE THE DATE!**

**AUGUST 21-23, 2024**

**CCAO**

**SUMMER SYMPOSIUM 2024**

**AT**



**DETAILS COMING SOON!**

---

For Immediate Release

Contact: Jackie Howard 740-654-0829, ext. 242

RE: Jones Loflin, Keynote Speaker for Fairfield ADAMH Dinner

Date: April 25, 2024

The Fairfield Alcohol, Drug Addiction and Mental Health Services Board is Growing a Healthier Community! This is the theme of the upcoming annual dinner and premier of its first fundraiser to be held Tuesday, May 21 at the Wigwam Event Center in Pickerington.

The evening will feature a nationally known author, speaker, and coach – Jones Loflin. Loflin has made it his life's work to deliver powerful ideas and practical solutions to individuals around the world so they can achieve more of what is most important to them. His books include *Juggling Elephants* and *Always Growing* which provided the inspiration for the ADAMH event this year.

The event pairs well with Mental Health Month held in May each year and will also honor three individuals/businesses for the Friends of ADAMH Star Award.

The Fairfield County ADAMH Board brings local partners together to address mental health and addiction. The board plans, funds and manages programs through local non-profit organizations to deliver much-needed services. Most recently, the Board held an open house for a new crisis stabilization center in Lancaster. Services here will address the immediate needs of individuals in crisis due to substance use or mental health issues.

(more)

“The Fairfield County ADAMH Board touches so many lives through funding programs and free trainings of which many aren’t aware,” Jackie Howard, ADAMH Public Relations coordinator said. “The ADAMH Board works with schools, first responders, healthcare providers, and the court system to name a few,” she added.

Currently the Fairfield County ADAMH Board funds programs all or in part to the following Fairfield County Agencies; Big Brothers Big Sisters of Southeastern Ohio, Fairfield Center of Hope, Fairfield County 2-1-1, Fairfield County Family and Children First Council, Lancaster-Fairfield Community Action Agency, Lancaster Recovery Services, The Lighthouse, Lutheran Social Services Faith Mission of Fairfield County, Meals on Wheels of Fairfield County, Mental Health America of Ohio, Mid-Ohio Psychological Services, Inc., New Horizons Mental Health Services, Ohio Guidestone and the Recovery Center.

Tickets are \$30 per person and sponsorships to support the event and fundraiser are available through the organization’s website. A silent auction featuring donations from area businesses and organizations will be available to purchase the night of the event.

If you are interested in a sponsorship or providing a donation, please visit the ADAMH website at [www.fairfielddadamh.org](http://www.fairfielddadamh.org) or contact Jackie Howard, 740-654-0829 Ext. 242.

####

**From:** [Dennis Kull](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Exclusionary zones for Industrial Solar Projects  
**Date:** Monday, April 22, 2024 8:41:26 PM

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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.**

4/22/24

Board of Commissioners for Fairfield County  
210 East Main Street  
Lancaster, OH 43130

RE: Exclusionary zones for Solar projects

Dear Commissioners:

I am sending you this letter as a resident & land owner, asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects. I live within 1.5 miles of the proposed areas, Amanda Township, Fairfield County resident.

Some of my concerns are the impact to our environment, including contamination of our water source (well water); Wildlife, removing them from their already scarce habitat, eliminating their food source, and negatively impacting their migration. Wildlife is plentiful throughout the entire calendar year, deer, wild turkey, squirrels, rabbits, pheasants, and many bird species. I have 7 martin bird houses and 12 gourds that provide shelter to purple martins, (this being the 50th year, 2024). The loss of farm land, stripping away top soil, and drain tile being damaged resulting in flooding.

I've lived at my current residence 50 years this month and very concerned to be confronted with this devastation that is lingering over our neighborhood. Worried about depreciation of property values due to the view of Industrial Solar Plants vs. open farm fields for which we depend on as a food source.

I again ask you to create exclusionary zones in the unincorporated areas of Fairfield County as soon as possible.

Thank you for your time,

Dennis B. Kull  
3985 Amanda-Northern Rd. SW  
Amanda, OH 43102  
dkull1952@yahoo.com

[ ]

PLEASE PASS THE EXCLUSIONARY ZONES

PLEASE  
DONT  
PASS  
THE  
ALLOWANCE  
OF  
THE  
SOLAR  
FARM  
IN  
FAIRFIELD  
COUNTY

I am emailing in reference to the solar farm (s) that is being considered in Fairfield County. I am sick to my stomach thinking about how this could even be considered in our back yard.

I have seen the hundreds of acres of solar farms up close and personal in the south west part of Ohio. I thought to myself there is no way I could live this close to something this awful looking at home (fairfield county) Bam! a year later it's actually trying to happen! Disbelief. It is absolutely aggravating when I, as a homeowner, who pays just under \$400.00 a month for

my property taxes has to sit down and send this email to express my thoughts.

When I go to visit my daughter and family the last thing I want to see are these horribly disgusting

looking solar panels in their view of their beautiful property that they work so hard at keeping

beautiful and nature friendly.

There is absolutely NOTHING that these solar panels offer us. They do not benefit us in Ohio,

they are not a benefit to the wildlife who are constantly getting shuffled around because their

natural habitats are always being ruined. The farmland that they are built on is not considered

to be fit again for farming if they are removed for any reason. The company's that are installing

them are not always "solid" and can go bankrupt at any time. These solar farms are subsidized

therefore the people who don't want them here will be seeing them added to their property taxes

I have no doubt just like everything else is. They decrease our property values. Who in their right mind will want to purchase a beautiful house across from these dreadful looking panels? The ONLY benefit is to the greedy ungrateful owner who sees nothing but dollar signs. If only the hardworking ancestors knew what this landowner was doing..... they would be turning in their graves.

We all have to have the land to live off of. We raise beef cattle to eat, we raise chickens, goats, horses, sheep, you name it. How can we do this if there is no land left??? They need this land to live and eat.

We need the land to farm and raise corn and beans to feed the hungry mouths in the world, put gasoline in our vehicles, and support our organic farm markets.

What if we have a major hail storm? Then what? Texas just proved this theory. These solar panels DO NOT benefit us in Fairfield county in way shape or form. Take the time and do the research before making a hasty decision that will upset sooooo Many hard working people who cherish their property and their beautiful views that God made for us all.

Sincerely,

Rena' Kilby  
long time fairfield county resident

April 22, 2024

Board of Commissioners for Fairfield County  
210 East Main Street  
Lancaster OH 43130

RE: Exclusionary Zones for Solar projects

Dear Commissioners Davis, Fix and Levey:

I am writing to you to express how important I feel it is for you to vote to create exclusionary zones for the solar projects in our county.

Our century farm (owned by our family since 1909) is adjacent to one of the parcels under contract to the National Grid Renewals.

The parcel drains onto our century farm and after observing how NGP completely mishandled the Yellowbud project I am very concerned what would happen to our farm if NGR is allowed to proceed with this solar project.

Besides being directly affected by this solar project I urge you to be aware of the many other people in the area whose land would be adversely affected by this solar project.

Sincerely,



Dale E Solt



April 20, 2024

Mr. Steven Davis  
Mr. Jeff Fix  
Mr. David Levacy  
Board of Commissioners for Fairfield County  
210 East Main Street, Suite 302  
Lancaster, OH 43130

**RE: Exclusionary zones for Solar projects**

Dear Commissioners Davis, Fix and Levacy:

I am sending you this letter as a resident living on Winter Road, in Amanda township, asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects.

I live less than one mile from the proposed project. My husband and I have lived on this beautiful parcel of land (22 acres) since 1992. We have a local farmer who farms approximately 11 acres of the 22. As retired folk who enjoy the peace and quiet of country living, we have several concerns.

1. Loss of valuable prime farmland; land that will never again be suitable for farming. One must realize that no one is "making more land"; we need to protect the land that grows our food, sustains our families and the wildlife we so enjoy.
2. Property values will decrease substantially. We are a retired couple and our home represents a significant asset to our future. We believe that our property rights as a landowner who chose to live in an area zoned as agricultural and rural needs to be protected. We pray that you recognize the importance of this concern.

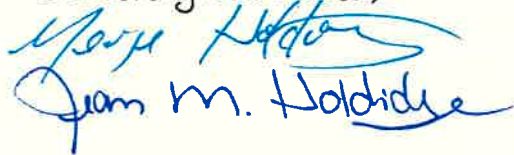
(over....>)

3. We enjoy the abundance of wildlife in our area. This project will gravely impact this. Loss of habitat, accidents caused by wildlife displacement..... the Detrimental effect would be substantial.

Collectively, our farming community feels that there are far better options for solar placement than raping valuable farmland. There are HUGE square-foot warehouses in nearby industrial areas that could accommodate solar panels. Our feeling is that option could be a win-win with the proper planning.

Thank you for your time. We respectfully ask you to create exclusionary zones in the unincorporated areas of Fairfield County as soon as possible.

Sincerely submitted,

Handwritten signature in blue ink, appearing to read "George & Jeanie Holdridge".

George & Jeanie Holdridge  
10890 Winter Rd SW  
Amanda, OH. 43102  
(614) 493-7231  
[JeanOh@icloud.com](mailto:JeanOh@icloud.com)

cc: Senator Tim Shaffer

cc: Representative Kevin Miller

4-22-2024

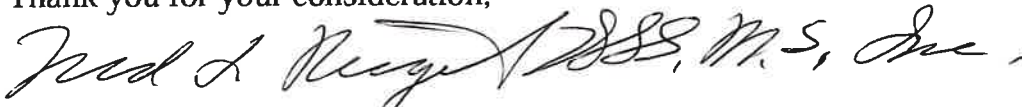
Board of Commissioners for Fairfield County  
210 East Main Street  
LANCASTER, Ohio 43130

RE: Exclusionary zones for solar projects

Dear Commissioners Davis, Fix and Levacy:

I am a landowner and farmer in Fairfield County that adjoins the proposed solar projects. I am opposed to the industrial solar project due to the loss of prime farm land that will never be able to be productive farm land again. Today every American farmer feeds 166 people annually and with the projected population growth of the world by 2050 farmers will need to grow 70% more to meet demand. That's only 26 years away, well within the leases {25yr + 2 ten year renewable} contracts. People may have an abundance of power but little to eat. Think about that at your next meal. There are much better locations for solar projects roof tops of homes, warehouses, and industrial locations to name a few. An issue I have yet heard addressed is the fact that this project will be split between two school districts. Amanda Clearcreek and Teays Valley will both be in this solar project, which may have complicated tax issues. I am asking you as responsible ELECTED Commissioners to create exclusionary zones in the unincorporated areas of Fairfield County before it's too late.

Thank you for your consideration,



Ned I. Riegel D.D.S., MS.

7198 Warner Huffer Rd.

Circleville, Ohio 43113

740-601-3700

nedriegel@yahoo.com

[E] Industrial solar exclusinary zone



Little Dog <nellie84801@yahoo.com>  
To [Contact Web](#)

[Reply](#) [Reply All](#) [Forward](#)

Fri 4/26/2024 6:03 PM

Start your reply all with: [I agree with you.](#) [I completely agree.](#) [I hear you.](#) [Feedback](#)

**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 commisioners

Please do not allow this solar the solar farm to come into out area. It will only be about 1/2 mile as the bird flys from our home. They will bill be defrimental to our beautiful part of the world. I dont understand the need for it here in ohio. Sunshine is not in our typical weather forecast anyway. They are ugly destroys the land. And its makes bad neighboring. So please dont allow them here. Thank you. Tamela fese, john fese. And jean harmon  
[Yahoo Mail: Search, Organize, Conquer](#)

[E] Industrial Solar Projects



Janet Siriano <roccoandjanet@gmail.com>

To [Contact Web](#)



Sat 4/27/2024 12:01 PM

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

We are against the Industrial Solar Projects in areas zoned agricultural/residential. We love the beauty of the countryside. Solar farms are an eyesore. We did not move here to look at these ugly panels, not to mention the threats to wildlife in the area. Please pass exclusionary zones.

Thank you,

Rocco and Janet Siriano

[E] RE: Exclusionary Zones for Industrial Solar Projects



Julie Feliciano <juliefeliciano@yahoo.com>

To [Contact Web](#)



Sat 4/27/2024 4:43 PM

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

Dear Commissioners Davis, Fix and Levacy,

I am sending you this email asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects. I live in Fairfield County and have several friends who live within one mile or less of the proposed solar projects.

My concerns include the following:

1. LOSS OF PRIME FARMLAND--as a member of a family who has been farming in Hocking, Amanda and Madison Townships for more than 100 years, it saddens me to think about the PRIME farmland that might be turned into solar fields. Putting solar tiles/panels on prime farmland may lead to noxious weeds, potential damage to field tiles and this land will NEVER be able to be farmed successfully again due to soil compaction and damage to the topsoil. What will happen to America's ability to feed the nation?
2. Disruption to the wildlife in the area. With the placement of solar panels in these fields habitats may be lost or severely damaged. With loss of habitat, the wildlife may be moving more and potentially cause accidents ( for example, more deer on the roads). These accidents may cause loss of life to the deer and/or damage to vehicles.
3. Loss of rural countryside. My friends that live in the proposed area will have solar panels/tiles right across the road from them and behind their house. What will that do to their property value, their sense of peace and quiet, their views? No one wants to look out their window and see row after row of solar panels where once they saw beautiful fields of corn, beans or wheat.

I again ask you to create exclusionary zones in the unincorporated areas of Fairfield County as soon as possible.

Cordially,

Julie Saum Feliciano  
4990 Hamburg Rd.  
Lancaster, OH 43130  
740-407-8962



[E] PROTECT AMANDA TOWNSHIP



Bobby Hoover <bobbyhoover@ymail.com>

To [Contact Web](#)

[Reply](#) [Reply All](#) [Forward](#)  

Sat 4/27/2024 4:43 PM

Start your reply all with: [I would be happy to participate.](#) [I vote yes.](#) [I voted!](#) [Feedback](#)

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.

Good evening Mr. Davis, Mr. Fix & Mr. Levacy. My name is Robert Hoover and I'm a proud homeowner here in Amanda, Ohio. I'm writing to you on behalf of my family and our beautiful community to ask you to PLEASE VOTE YES to exclusionary zones! We need you more than ever to help protect the rights of ALL not just a few.

Thank you

Robert

[E] PROTECT AMANDA TWP



Krysten <krysteng22@yahoo.com>

To [Contact Web](#)

[Reply](#) [Reply All](#) [Forward](#)  

Sun 4/28/2024 10:55 PM

Start your reply all with: [I voted!](#) [I vote yes.](#) [I would be happy to participate.](#) [Feedback](#)

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.

Good evening Mr. Davis, Mr. Fix & Mr. Levacy. My name is Krysten Hoover and I'm a proud homeowner here in Amanda, Ohio. I'm writing to you on behalf of my family and our community to ask you to PLEASE VOTE YES to exclusionary zones! We need you more than ever to help protect the rights of ALL not just a few.

Thank you

Fwd: [E] Re:Exclusionary Zones for Solar projects



Cordle, Aundrea N  
To Menningen, Rochelle M



Sat 4/27/2024 8:10 AM

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---

**From:** Frank Hudson <[frankhudson1960@gmail.com](mailto:frankhudson1960@gmail.com)>  
**Sent:** Saturday, April 27, 2024 7:22:11 AM  
**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>  
**Subject:** [E] Re:Exclusionary Zones for Solar projects

**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 am sending you this letter as a resident and a landowner asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects. My wife and I live within one mile of the project.

My concerns are the loss of prime farm land,that the land would never to be farmed again due to soil contamination.

Property values of the surrounding area will go down.

The loss of the rural countryside that is the reason of my wife and I moved back here,you see my wife and I grew up in this area and moved back here to live near where we lived and it would be a shame to see the beautiful countryside go to a industrial solar system.

We again you Mr Davis,Mr Fix, Mr Levacy to create exclusionary zones in the unincorporated areas of Fairfield County as soon as possible.

Thank you for your time,

Frank and Tracey Hudson  
5258 Barr Rd SW, Amanda, OH 43102  
740-407-9628  
[frankhudson1960@gmail.com](mailto:frankhudson1960@gmail.com)

4-16-2024

Board of Commissioners of Fairfield Co  
210 E. Main St  
LANCASTER, OH 43130

RE: EXCLUSIONARY ZONES FOR <sup>INDUSTRIAL</sup> SOLAR PROJECTS

DEAR COMMISSIONERS DAVIS, FIX & LEVACY  
I AM SENDING THIS LETTER AS AN  
OWNER OF 2 ACRES ON 1991 AMANDA N  
RD. ASKING YOU TO CREATE EXCLUSIONARY  
ZONES IN THE UNINCORPORATED AREAS  
OF FAIRFIELD CO TO PREVENT  
UTILITY SCALE SOLAR PROJECTS.

I LIVE ADJACENT TO THE  
PROPOSED SOLAR FARM PROJECT WITHIN  
15 YDS. IT WILL BE IN OUR BACK  
YARD OUR SIDE YARD AND IN  
FRONT OF US.

THE DEER WALK IN OUR FRONT YARD  
DAILY ALONG WITH FOXES, RACCOONS  
SQUIRRELS & STRAY CATS. WE, MY  
HUSBAND & I HAVE LIVED HERE  
SINCE 1985. THIS IS OUR SON, GRANDDAUGHTER  
& GREAT GRANDCHILDREN'S HERITAGE.  
WE HAVE SUNDAY DINNER HERE  
EVERY SUNDAY & VISIT ALL DAY LONG.  
MY HUSBAND & I ARE IN OUR 70'S  
WE WOULD BE DEVASTATED BY THIS  
TRAGEDY. AND ALL OF ITS DOMINO  
EFFECTS ON ALL OF US & OUR  
NEIGHBORS.

→  
CONT



Please come see our beautiful home & LAND.

PLEASE PROTECT our property RIGHTS...  
the countryside & wide life.

Our Fire Dept which is volunteer...  
which my husband & son served  
ON FOR YEARS is WAY TO SMALL  
TO HANDLE FIRES OF THIS PROJECT.

I AGAIN ASK you TO CREATE EXCLUSIONARY  
ZONES IN THE UNINCORPORATED  
AREAS OF FAIRFIELD COUNTY AS SOON  
AS POSSIBLE. THANK YOU

A registered voter

Darlene Schooley  
1991 AMANDA - Northern Rd Sw  
AMANDA OH 43102

740-503-4596

D. Schooley 1951@gmail.com

04/24/24

Dear Commissioners Fix, Davis, + Leacy,

I am begging you please to deny the solar panel farms in this beautiful area of Amanda Twp.

We live on Stout Road and the peace and quiet is so very much appreciated and enjoyed by our family. Our location is within one mile of from us.

The senseless damage caused by these panels is unbelievable. We are in need of saving our farm land - not destroying it.

Please help us remain a rural area.

Thank you,

Amy Hoover + family  
11231 Stout Rd SW  
Amanda, Ohio

43102



Board of Commissioners for Fairfield Co.  
210 E. Main St.  
Lancaster, Ohio 43103

Re: Solar Panel Farms

**From:** [Laura Steele](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Exclusionary Zones  
**Date:** Tuesday, April 30, 2024 8:31:40 AM

---

**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 Mr. Davis, Mr. Fix, and Mr. Levacy,

My name is Emily Steele and I live at 8770 Westfall Rd, Amanda Ohio. On a typical day, driving by my house, there are several things you would see happening. One, you would see my husband DJ, and my father-in-law David traveling in and out of the driveway taking care of various farm tasks for the day. You would see my sister-in-law Alyssa, tending to her two horses who pasture in my front yard. But most importantly, you would see two (soon to be three) young boys, David, four years old, and Emmett, two years old, playing outside. You would see them riding their tricycles, petting the horses, tending to their chickens, playing with dump trucks, drawing with sidewalk chalk, and just running free. You would see the “Slow: Children at play sign”. You would also see the “Ohio Century Farm” sign in the yard.

And although the scene may look different day in and day out if the land surrounding our house turns into a solar farm, those sights would quickly change. You would see less activity from my husband and father-in-law as our farmland is taken away and they have to find other ways to make a living. You wouldn't see the horses in the front yard as the noise from the construction vehicles makes it too stressful for them to graze. You wouldn't see David and Emmett playing outside because it would be too dangerous for them to be out with the mass traffic increase on our road. The “Slow: Children at play sign” would be removed, because they would no longer be able to enjoy the outdoors. The “Ohio Century Farm” wouldn't matter as much anymore because the farming generation would end with my husband.

That is why I am writing to you today, asking that you please consider creating exclusionary zones in our area to prevent the solar farms from taking over. Not only would you be saving the safety and comfort of our community but you would also be directly impacting the lives of the next generation growing up in rural Amanda Ohio. You would be ensuring that my boys get the chance to decide their future, whether it may be in agriculture, livestock, or something else entirely. Without the threat of a solar farm outside their front door, that they would be free to choose.

Thank you for your consideration and I hope you will think of my family when making your decision.

Sincerely,  
Emily Steele

**From:** [Brooke Swinehart Evans](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Please Help My Family with Exclusionary Zones for Solar Projects  
**Date:** Tuesday, April 30, 2024 8:52:52 AM  
**Attachments:** [home.png](#)  
[Screen Shot 2024-04-30 at 8.39.15 AM.png](#)

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Dear Commissioners - Mr. Davis, Mr. Fix and Mr. Levacy,

I am writing to you in hopes you would graciously hear me out and greatly consider creating exclusionary zones to prevent the solar project next to my home and business, here in Amanda. I kindly ask to hear me out and I truly appreciate your time to do so with your busy schedules.

My husband, one year old daughter and I have lived out here for the last 9 months. We just spent those months giving everything we have to renovate a house to be closer to our family and vineyard. It sits right across the road from my husband's grandmother and grandfather. The farm has been in our family since 1949. It borders the farm where solar panels will potentially be. We also sit diagonally from our family owned vineyard, which is also where we work. This property also touches the property in which solar panels are planned to be. I attached a photo to help you get an idea.



I have a knot in my chest thinking about the numerous possibilities that will occur if this project goes through. For the last ten plus years, my family has grown this business from

the ground up. We fear a vineyard surrounded by solar panels will be no place people will desire to come and enjoy... This is our retirement plan and future for our children...

I fear for the environmental factors that would negatively impact my family and I. From cancer causing high frequency EMF exposure, to polluting the groundwater around us, the air we breathe, the strange and heavy traffic from construction and more. There would be mass disruption and destruction to the farmland around us that can not be taken back... one thing we are passionate about is preserving America's traditional farm way of living. Please help us live that out for our children and for generations to come.

Please, please consider creating the exclusionary zones in the unincorporated areas of Fairfield County as soon as possible.

Thank you so much for your time,

Brooke, Jake and Birdie Evans

9015 Westfall Road Amanda, Ohio  
740-644-7221

**FOR IMMEDIATE RELEASE**  
**Thursday, April 25, 2024**

**Auditor’s Office Appreciative for 2023 Community’s Choice Award for Top Employer – Place to Work**

**Lancaster, Ohio** – The Auditor’s Office is pleased and humbled to announce it has been voted the Top Employer – Place to Work in the 2023 Fairfield County Community’s Choice Awards. The awards were announced in Sunday’s edition of the Lancaster Eagle Gazette. This is the first year the Auditor’s Office has been nominated for and won a Community’s Choice Award.

“We are deeply appreciative of this encouragement and pledge our ongoing commitment to continuous improvement and servant leadership. We are so thankful for the multiple partnerships and collaborations that make our community special,” stated Dr. Carri L. Brown, County Auditor.

The Community’s Choice Awards are hosted by the Lancaster Eagle Gazette each year as a means for the local community to vote for their favorite organizations and companies in their area. For a complete list of Community’s Choice Award Recipients, visit: <https://yourchoiceawards.com/lancaster/>.

If you have any questions about any matter surrounding the County Auditor’s Office, please contact Rachel Elsea at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).



Follow Your Auditor’s Office On **Social Media!**



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@FairCoAuditor



@FairfieldCountyAuditor



co.fairfield.oh.us/auditor



realestate.co.fairfield.oh.us



Newsletter





To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: April 25, 2024  
Subjects: Three Types of Property Tax Reductions & Save the Date Reminders

**The County Auditor's Office has been communicating with residents about three types of property tax reductions: The Homestead Program, Owner Occupancy Credit, and reductions of valuations based on damage or destruction.**

### **Homestead Program Update**

The main goal of the Homestead Program is to help citizens stay in their home. The program is for senior citizens and disabled Veterans. The County Auditor administers this program on behalf of the state. Overall, more than 8,000 homeowners in Fairfield County are participating in the Homestead Exemption Program. Several approaches to expand the homestead program is being reviewed with legislators.

### **The Owner Occupancy Credit**

#### **What is it?**

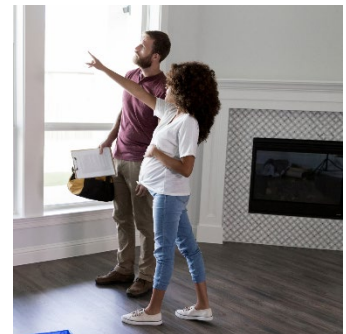
The Owner Occupancy Credit is a program in the state of Ohio that allows property owners who live in their property to receive a 2.5% reduction credit on the property taxes for their primary residence.

#### **Who qualifies?**

To receive the tax reduction on an owner-occupied home in Ohio, you must own and occupy that home as your principal place of residence on January 1 of the year you file for the reduction. A homeowner and spouse are entitled to this credit on only one home.

#### **How to sign up?**

To enroll in the Owner Occupancy Credit program, homeowners should indicate on their property transfer form that the property will be their main residence. You can also sign up by contacting the County Auditor's Office. **For questions about corrections to owner occupancy status, please call 740 652 7030. Property owners can check their owner occupancy status [here](#).**



### **Reductions from valuation for injured or destroyed property**

**If your property sustained any damage or was destroyed due to fire, flood, storm, or intentional demolition, the property may qualify for a reduction in the value of the damaged portion of your home.** An application for a reduction is available at the County Auditor's Office. The application form is called a DTE Form 26. You must file by December 31 for property that was damaged or destroyed in the first nine months of the year. For property damaged in the last three months of the year, the filing deadline is January 31 of the following year.

**If you have questions, please call 740 652 7030.**

#### **CONTACT US!**

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co.fairfield.oh.us/auditor • ✕ FairCoAuditor • f FairfieldCountyAuditor • @ FairCoAuditor • in fairfield-county-auditor





**Mark your calendar now for the Heritage District Tour on June 8 and June 9.**

The County Auditor’s Office at 108 N. High was on the Heritage District Tour last year. There were about 500 people to tour the offices. There were many positive comments about the historical building. This year, my house at 201 East Wheeling Street is going to be on the Heritage District Tour.

***Some additional “save the date” reminders include:***

- May 7            Annual MCJDC Meeting***
- June 30        Annual Comprehensive Financial Report submission deadline***
- June 30        Popular Annual Financial Report submission deadline***

At present, we are ahead of schedule for the Annual Comprehensive Financial Report internal deadlines.

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

April 25, 2024

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

- ★ How encouraging is it to have been honored as the Top Employer with the 2023 (announced in April 2024) Community Choice Awards organized by the Lancaster Eagle Gazette? Thanks for the tremendous hard work of all team members who are diligently serving the public while creating a positive organizational culture! Congratulations to all of the Community's Choice honorees! Thank you to the Fairfield County community for taking the time to acknowledge our collective efforts. (We have received multiple notes of congratulations and texts...what a terrific community we serve!)
- We issued a news release and social media announcements about the BOR manual this week in order to continue to spread the word about this reference tool for multiple counties and residents.
- Early this week, directors reviewed budgetary items and planned for the first level of data entry for the 2025 budget. All is progressing as expected. Budget Commission requests for information are generally coming in as needed in order to plan for 2025, as well.
- An entrance conference for the audit for the period ending 12.31.2023 was held this week. Thanks to **Bev Hoskinson and her team** for preparing records in timely ways to accommodate requests from the Auditors. Thanks to all of the team for working hard – we are ahead of schedule this year!
- On Tuesday, Carri attended a CAAO meeting in preparation for responses to the Senate's committee on housing recommendations.
- On Wednesday, there was a meeting held to further the design of an electronic process for lot splits. Thanks to **Dave Burgei** for taking the lead on the request for information.
- On Wednesday, Carri conducted a presentation for Fairfield Homes. The presentation centered on strategic change and positive communications, and it included elements of our own strategic plan and retreats.
- Also on Wednesday, Carri conducted a grant writing seminar at Ohio University Lancaster. Congratulations to **Angel Horn and Mesina Clark** for attending the course.
- ★ Thanks to **Crystal Walker** for taking the lead in keeping the BOR organized. We understand her organizational skills are going to be front and center in a planned Aces of Trades article.
- Thanks to **Linda O'Toole** for continuing to offer her expertise to other county BORs. There have been several case specific questions to come our way. Linda has also kept everyone informed about cases on appeal.

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04/30/2024

053



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

April 25, 2024

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

- Thanks to **REA** and **Finance** staff for continuing to connect so well in preparing for adjustments. We have an eight-point communications plan which is progressing very well.
- Thanks to **Greg Forquer** for helping with an emailed question about real estate sales in the county. Greg provided a quick, accurate response (even though the question was one that was not necessarily for the County Auditor). The sender was so happy to receive information.
- Thanks for the quick action of **Rachel Elsea and Bev Hoskinson** who have developed forms for the Fairfield County Housing Officer to use with Community Reinvestment Area applications. The forms were modeled from the Ohio Department of Development.
- Bravo to **Bev Hoskinson** for taking the initiative to create a useful guide for team members using Avaya Cloud fax options. We no longer need the physical lines.
- Thanks to **JoJo Harmon** and **Michelle Wright** for assisting the HR team in processing adjustments for elected official deductions. Their testing was very helpful.
- As the team is deconstructing multiple processes and reconstructing them with an eye toward improvement, there have been changes in how special assessments are to be removed. Thanks to **Bev Hoskinson and Angel Horn** for improving the process and for giving notice to political subdivisions who need to make some process adjustments. Thanks for giving these stakeholders a positive path for the adjustments in their processes.
- Thanks to **Angel Horn** for digging into the process for how DTAC fees are processed upon posting by the County Treasurer. Thanks for the team meetings with the County Treasurer staff about this subject. We were able to confirm that the automated system is working as it should be working.

★ **Congratulations to Kayla Speakman! Kayla is a graduate of the Lancaster-Fairfield County Chamber of Commerce Leadership Program.**

- Congratulations to our family graduates from high school and college! We sent cards earlier this week.

★ **Congratulations to Ohio University's Celebrate Women program for earning the diversity, equity, and inclusion award from the Pickerington Area Chamber of Commerce. That awards ceremony will be May 16, the day before the final cohort session in Lancaster. Thanks to Crystal Walker, Jen Dickerson, and Michelle Wright for their participation in the sessions.**

### CONTACT US!

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054

**RESOLUTION # 24-07**

**RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY OHIO ADOPT A RESOLUTION PURSUANT TO OHIO REVISED CODE SECTION 303.58 PROHIBITING THE CONSTRUCTION OF ECONOMICALLY SIGNIFICANT WIND FARMS, LARGE SOLAR FACILITIES AND LARGE WIND FARMS FROM THE UNINCORPORATED AREA OF HOCKING TOWNSHIP.**

**WHEREAS**, Ohio Revised Code Section 303.58 provided that a Board of County Commissioners may adopt a resolution designating all or part of the unincorporated area of a county as a restricted area, prohibiting construction of economically significant wind farms, large solar facilities and large wind farms; and,

**WHEREAS**, the Board of Township Trustees desires to ensure access to buildable land within the unincorporated area of Hocking Township for future growth in agriculture, residential and commercial sectors in areas with access to major transportation corridors; and

**WHEREAS**, the Board of Township Trustees has received input from its residents and the overwhelming consensus is that economically significant wind farms, large solar facilities and large wind farms are not compatible with the character or future economic growth and development, either agricultural, residential, or commercial of land in Hocking Township; and

**WHEREAS**, the Board of Township Trustees asserts the use of land in Hocking Township for economically significant wind farms, large solar facilities, and large wind farms is detrimental to the future development of Hocking Township and the well-being of the residents of Hocking Township, Fairfield County Ohio.

**NOW THEREFORE**, be it resolved the Board of Township Trustees of Hocking Township, Fairfield County State of Ohio, with at least two-thirds of all members concurring in accordance with the Revised Code as follows:

Section 1. That the Board of Hocking Township Trustees hereby respectfully requests that the Board of County Commissioners of Fairfield County, Ohio adopt a resolution pursuant to Ohio Revised Code Section 303.58 designating in the unincorporated area of Hocking Township as a restricted area, prohibiting the construction of any economically significant wind farms, large solar facilities, and large wind farms in the unincorporated area of Hocking Township.

MOTION BY: Steve Wolfe      SECONDED BY: Wesley Hurley

THAT THE RESOLUTION BE ADOPTED WAS CARRIED BY THE FOLLOWING VOTE:

YEAS: 3                      NAYS: 0                      ABSTENTIONS: 0



ADOPTED: April 22, 2024

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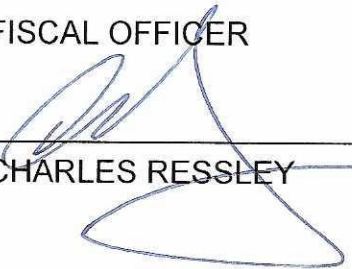
BOARD OF TOWNSHIP TRUSTEES

  
\_\_\_\_\_  
GAIL ELLINGER

  
\_\_\_\_\_  
STEVE WOLFE

  
\_\_\_\_\_  
WESLEY HURLEY

FISCAL OFFICER

  
\_\_\_\_\_  
CHARLES RESSLER



## County Spotlight

### NATIONAL COUNTY GOVERNMENT MONTH

We have loved celebrating National County Government Month (NCGM) throughout April to showcase how the county achieves healthy, safe and vibrant communities!

With a new theme every week, it's been inspiring to share different initiatives happening within the county that encompass the "Forward Together" mission for the month. From economic development to public safety, Fairfield County is abounding with county entities that propel our communities forward.

**ECONOMIC DEVELOPMENT & WORKFORCE**

Counties play a critical role in providing services that businesses and site selectors highly value, such as:

- Transportation
- Infrastructure
- Workforce Skills
- Building Permits
- Availability of Incentives
- Revitalization Programs
- Housing
- Competitive Tax Structures

Economic development happens because of strong partnerships with state and county leadership, other local officials, local community organizations, business leaders, schools and training programs.






### HIGHLIGHTING WOMEN'S EXCELLENCE: REFLECTING ON CELEBRATE WOMEN

Many of our county employees attended the Celebrate Women conference at Ohio University-Lancaster at the end of March. This conference encourages and enhances gender equity by honoring the past, present, and potential accomplishments of women from diverse ages,

ethnicities, and backgrounds. We want to take a moment to recognize all of the outstanding women who make our communities a great place to live, work, and play. To all of the women who push our communities forward, thank you!



## APPROVAL OF THE 2024 COMPREHENSIVE PLAN

Aaaand that's a wrap!

After a year of careful planning and consideration, including meeting individually with each of the townships and villages, the Fairfield County Commissioners voted to authorize the approval of the 2024 Comprehensive Plan as recommended by the Fairfield County Regional Planning Commission. Village and township officials of Fairfield County can implement the Comprehensive Plan at their own discretion and use it as a guide to plan for, and benefit from, the growth that is expected in Fairfield County.



The full Comprehensive Plan is available [here](#).

## EMPOWERING OUR FUTURE: FAIRIFELD COUNTY DISTRICT LIBRARY

As we embrace the theme of Empowering Our Future this month, we turn our spotlight to the Fairfield County District Library (FCDL), a beacon of community knowledge. FCDL is more than just a library – they offer a world of possibilities with their books, children's programs and workshops. Whether you're seeking adventure, knowledge, or simply a quiet escape, FCDL has something for everyone.



As our community looks forward to a bright future, let's empower ourselves with knowledge and inspiration. Visit the Fairfield County District Library today and embark on a journey of discovery this spring and summer! You can learn more information and view upcoming programs on their website [here](#).



## Community Corner

### DEPARTMENT SPOTLIGHT - FAIRFIELD COUNTY ENGINEER



In honor of Work Zone Safety Awareness week, which took place on April 15 – 19, we are proud to feature the Fairfield County Engineer's office. The Engineer's office is responsible for all maintenance, repair, widening, resurfacing, traffic control, mowing and snow removal of the 363+ miles of county roads. They are also responsible for the maintenance, inspection and replacement of 342 bridges on county and township roads. The Engineer's office has compiled the following safety and informational tips during peak work zone season.

#### Don't Drive Distracted

Distracted driving is an increasing problem for motorists. The Engineer's office has seen a significant increase in distracted driving accidents over the past five years. According to the [Ohio State Highway Patrol](#), there have been more than 57,000 distracted driving crashes since 2019, with more than 1,600 of those resulting in fatal or serious injuries. Additionally, the [Ohio Department of Transportation \(ODOT\)](#), states that there were 4,098 work zone related crashes in Ohio in 2023. To avoid causing harm to oneself or others, the Engineer's office encourages the following driving behaviors for residents approaching or passing through work zones:

- **Slow down:** Common in work zones are lane closures, traffic pattern shifts, and reduced speeds.
- **Obey speed limits:** Speeding is one of the major causes of work zone crashes.
- **Stay alert:** Be aware of road workers and watch for distractions.
- **Keep a safe distance:** The most common type of accident in a work zone is a rear-end collision. Leave two car lengths between you and the car in front of you.
- **Obey road crew flaggers:** The flagger knows what is best for moving traffic safely in the work zone.
- **Be patient and stay calm:** Be courteous and polite with each other.

#### Stay Informed

In addition to safe driving, it's important that residents are informed about work zone locations or potential traffic changes. Be sure to check with your local agencies for updates on roadwork in your area. Here is a checklist for who you can contact:

- **Ohio Department of Transportation (ODOT)** – Handles all projects on state routes.
- **Fairfield County Engineer** – Handles all projects on county roads.
- **Local Township** – Handles all projects on township roads.
- **Local municipalities** – Handles all projects within corporation limits (i. e., Pickerington, Canal Winchester, Lancaster, etc.)

The Engineer's office has multiple ways that you can stay informed about road closures. You can review closures [on their website](#), [follow them on Facebook](#), or call their dispatch office at 740-652-2482. You can also sign up to receive road closure notifications directly to your inbox by contacting Jacelyn Williams at [Jacelyn.williams@fairfieldcountyohio.gov](mailto:Jacelyn.williams@fairfieldcountyohio.gov) and requesting email updates.

#### Safety First

Safety is at the forefront of all operations with the Fairfield County Engineer’s office. They do not perform any roadway work or maintenance without following the Ohio Manual of Uniform Traffic Control Devices (MUTCD). This manual provides safety procedures and protocol for any construction or maintenance work.

To prioritize safety, the Engineer’s office holds a monthly safety training for all crews. They cover many different safety topics including Work Zone Signage, Flagging, Pesticide Application, Road Worker Safety, Load Securement, Pre-Trip and Post-Trip Vehicle Inspections, Confined Space Entry, Trench Safety, Snow & Ice Control, CPR, First Aid, and many others. They offer this training at no charge for all 13 townships and local municipalities.



### **SPRING INTO ADVENTURE: EXPLORE FAIRFIELD COUNTY WITH VISIT FAIRFIELD COUNTY'S 2024 VISITORS GUIDE**

As temperatures rise and summer approaches, we invite you to embrace the beauty of the changing seasons within your backyard! With each day bringing warmer weather, it's the perfect time to explore all that our county has to offer.

To plan your next adventure, we highly encourage you to check out Visit Fairfield County. They recently announced their 2024 Visitor Guide, a comprehensive showcase of our county's best attractions, events, dining spots, and accommodations. Whether you're a resident looking for weekend getaways or a visitor eager to immerse yourself in our communities, the Visitor Guide is your key to unlocking unforgettable experiences.



You can visit the Visit Fairfield County website [here](#) to learn more and explore the 2024 Visitor Guide today.

### **ON WITH AUNIE: JENNIFER KOLOMETZ, RECYCLING AND LITTER PREVENTION DIRECTOR AT FAIRFIELD COUNTY RECYCLING & LITTER PREVENTION**

In celebration of World Recycling Day on April 12, Fairfield County Administrator, Aundrea Cordle, sat down with Jennifer Kolometz, Recycling and Litter Prevention Director at Fairfield County Recycling & Litter Prevention! You can check out episode 9 of On with Aunie to dive

into the world of recycling as they discuss cutting-edge machinery, what you can (and can't) recycle, and much more! Don't miss out on making our planet a greener place. Watch below.



## Fairfield Forward

### WELCOME AARON KENNEDY, LANCASTER-FAIRFIELD PUBLIC TRANSIT DIRECTOR

We are excited to give a warm welcome to the NEW director of Lancaster-Fairfield County Public Transit, Aaron Kennedy! Aaron is joining the transit team from his most recent position as the Chillicothe Transit System director, where he spearheaded innovative solutions and enhanced service efficiency.

Aaron graduated with his business administration degree from Ohio Christian University. After graduation, he joined the Chillicothe Transit System team as a transit coordinator, where he gained hands-on experience in the public transit industry. Aaron currently resides in Amanda, Ohio, with his wife Sarah and their four children. Outside of work, he attends the Heritage Nazarene Church in Circleville where he sings with their praise team and volunteers with their small groups.

We are thrilled to welcome Aaron Kennedy as the new director at Lancaster-Fairfield Public Transit! With his wealth of experience and innovative ideas, we eagerly anticipate the positive impact he will have on our public transit system. We look forward to seeing how he shapes the future of public transit for our community.

### PUBLIC TRANSIT TRANSITIONING TO COUNTY ENTITY: SHARE YOUR INPUT NOW!

We're thrilled to announce that Lancaster Fairfield Public Transit is transitioning to become a County Department in July 2024. Your input is crucial in shaping this transition.

Take our survey using the link below to share your ideas and suggestions on how we can take our transit system to the next level. **Survey closes April 26!**

Thank you for being a part of this exciting journey! Stay tuned for more information.



## LANCASTER-FAIRFIELD PUBLIC TRANSIT SURVEY

Help us improve local transit services! Share your thoughts on mobility preferences and needs by taking our survey.

[Scan QR code or go to arcg.is/1HWP4n](https://arcg.is/1HWP4n)



Take the Survey

## ROAD CLOSURES AND UPCOMING PROJECTS

Stay up-to-date on the latest road closures and upcoming projects on the Engineer's page using the link below.



Engineer's Page

## Job Openings

Check out the current job openings in Fairfield County!

[Social Service Worker 2 - Screener | Job Details tab | Career Pages \(governmentjobs.com\)](#)

[Corrections Officer | Job Details tab | Career Pages \(governmentjobs.com\)](#)

[Utilities Field Maintenance Supervisor | Job Details tab | Career Pages \(governmentjobs.com\)](#)

[Multi-System Youth Program Manager | Job Details tab | Career Pages \(governmentjobs.com\)](#)

[Social Service Worker 2 - Protective Services | Job Details tab | Career Pages \(governmentjobs.com\)](#)



## Important Dates & Events

Mark your calendars for these important dates in the county!

04/30/2024

062

Evening Commissioner Meeting - 7 p.m. on April 30 at The Wagnall's Memorial Library

Barks and Bytes Microchipping Event - 11 a.m. to 3 p.m. at the Fairfield County Dog Adoption Center and Shelter

## Your County Commissioners



[Steve Davis](#)



[David L. Levacy](#)



[Jeff Fix](#)

**SERVE. CONNECT. PROTECT.**



Fairfield County Commissioners | 210 E. Main Street, Lancaster, OH 43130

[Unsubscribe bennett.niceswanger@fairfieldcountyohio.gov](mailto:bennett.niceswanger@fairfieldcountyohio.gov)

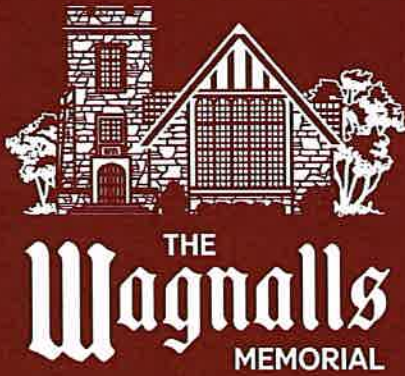
[Update Profile](#) | [Constant Contact Data Notice](#)

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# 2023

# ANNUAL REPORT

## Our Mission

To continue building upon the Wagnalls legacy by serving as a hub of opportunities to foster community unity, diversity and appreciation through arts, culture and educational programs and services.

## Our Vision

A community that is thriving through high quality educational and cultural experiences.

## Our Board of Directors

**Jeffrey Cotner, Chair**

Retired Bloom Twp. Firefighter; Realtor

**Ron Fridley, Vice-Chair**

Retired Maintenance, Scout Leader

**Katherine Graham, Past Chair (Bloom Twp.)**

BC Primary Teacher, Scout Leader

**Steven Bauers**

Financial Advisor, Bauers Financial Group

**John Bitler**

Retired, Wagnalls Memorial Foundation

**Ernest "Rocky" Gaal (Bloom Twp.)**

Retired Architect

**Dylan Knecht (Lithopolis)**

Realtor/Agency Owner

**Mark Rickrich**

Project Manager

**Paul Roepcke (Bloom Twp.)**

Retired School Administrator

**Craig Vandervoort**

Partner-Sitterley, Vandervoort & Nixon, Ltd.

**Deb Silvia, Executive Director**

## A Letter from the Chair

The Board of Directors hopes you find this 2023 Annual Report informative.

Along with the Executive Director, we had

a busy year working with several committees dedicated to fundraising, friend-raising, finance, safety, scholarships, centennial, board development, and facilities/grounds. The focus of the Facilities/Grounds committee and the historic structure report is especially noteworthy, as preserving a nearly 100-year-old building requires careful planning and attention. It's great to see that the committee is prioritizing repairs to maintain the building in good condition. The anticipation for the centennial celebration starting in 2024 is exciting. Following The Wagnalls Memorial on social media will undoubtedly keep you informed about upcoming events and initiatives. We invite you to join us for our Annual Meeting on Monday, May 20 at 6:30 pm in the Loft above the Library.



To donate to The Wagnalls Memorial, scan the QR code to the left, donate online at [wagnalls.org/page/donate](http://wagnalls.org/page/donate), or mail or drop off a check. **Thank you!**





# Wagnalls Financials

## Library of The Wagnalls Memorial Foundation

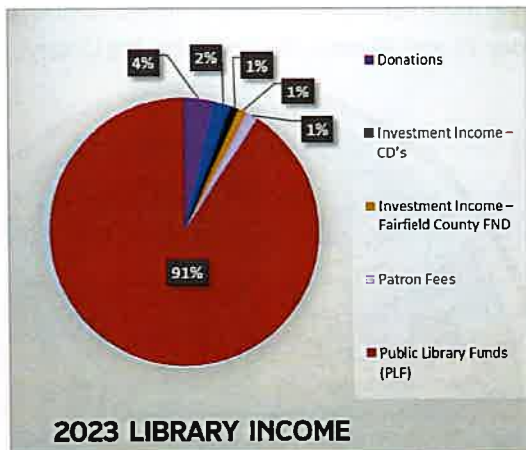
### Income

Donations	\$ 16,759
Fairfield County District LIB Tax	\$ 0
Grants	\$ 9,896
Investment Income	
CD's	\$ 4,321
Fairfield County FND	\$ 4,739
Patron Fees	\$ 7,185
Public Library Funds (PLF)	<u>\$ 421,083</u>
<b>Total Income</b>	<b>\$ 463,983</b>

### Expenses

Books & Materials	\$ 42,948
Central Library Consortium Dues	\$ 40,510
Copy Machine Lease	\$ 6,988
Facilities Maintenance	\$ 106,270
IT/Computer Expense	\$ 34,373
Library Staff Wages*	\$ 225,432
Membership Dues	\$ 2,226
Office Supplies & Staff Recognition	\$ 6,309
Professional Fees	\$ 5,467
Programming	<u>\$ 13,261</u>
<b>Total Expenses</b>	<b>\$ 483,784</b>
<b>Net Income</b>	<b>(\$ 19,800)</b>

The Library of The Wagnalls Memorial Foundation receives a portion of the State of Ohio's Public Library Fund (PLF).



## The Wagnalls Memorial Foundation

### Income

Donations	\$ 37,970
Events	\$ 20,680
Facilities Income from Library	\$ 96,000
Misc. Income	\$ 2,618
Room Rental Income	\$ 72,520
Sponsorships	\$ 6,515
Transfers In	
Capital Improvements	\$ 76,534
Endowment	\$ 90,000
Scholarships	\$ 27,500
WCT Ticket Sales & Programming	<u>\$ 28,151</u>
<b>Total Income</b>	<b>\$458,488</b>

### Expenses

Building & Grounds Insurance	\$ 35,765
Capital Projects	\$ 34,351
Events Expense	\$ 21,505
Facilities Maintenance Expense	\$ 82,503
Foundation Staff Wages*	\$ 163,653
Office Expense	\$ 8,876
Parking Lot Loan Expense	\$ 13,278
Performing Arts Expense	\$ 27,335
Professional Fees	\$ 4,539
Scholarships	\$ 27,500
Slate Roof Loan Expense	\$ 6,352
Utilities	\$ 53,105
<b>Total Expenses</b>	<b>\$ 478,762</b>
<b>Net Income</b>	<b>(\$ 20,274)</b>

\*Library Staff Wages includes a salaried Library Manager, one full-time Librarian, one part-time Fiscal Officer and twelve part-time employees.

\*Foundation Staff Wages includes a salaried Executive Director, one part-time accountant, one part-time historian, two part-time maintenance employees, one part-time custodian and four part-time events employees.

## Endowment

2022

Restricted/Scholarship Fund:	\$ 929,929
Foundation Fund:	\$ 689,643

2023

Restricted/Scholarship Fund:	\$ 1,088,910
Foundation Fund:	\$ 677,257

# Scholarship and the Arts



New in 2023, the Wagnalls Community Theater (WCT) began teaching children as WCT Jr. In February, WCT Jr completed their five week sessions with *Babe the Sheep Pig* and then in May, their sessions ended with a performance of *Farmageddon and The Undercover Crop*. The spring show of WCT in April was *Death by Chocolate*, a who-done-it with intrigue, murder, comedy, romance and a whole lotta coffee! In November, the classic musical, *Willy Wonka* was brought back to the Wagnalls stage with 6 performances that filled the auditorium!

We have started planning improvements to the theater along with the Executive Director and Board of Wagnalls for 2024.



**Net Proceeds for WCT:**  
*Death by Chocolate* - \$3,196  
*Willy Wonka* - \$9,834

## 2023 Volunteer of the Year



Donna Elliott, Theater Manager and President of the Friends of the Wagnalls Memorial Library, was awarded the Tribute of Love by the Board of Directors at their annual meeting.

## 2023 Scholarships



The Wagnalls Memorial Foundation awarded eleven new scholarships and three renewal scholarships to Bloom Township residents for \$18,500 for the 2023-2024 academic year.

## Performing Arts Series

With a grant from the Fairfield County Foundation's Ann Chess Fund, a musical performance series was revived for the first time since the Lithopolis Area Fine Arts Association (LAFAA) ceased operations in the early 2000's. Coupled with the performances from the Wagnalls Theater Company, the Wagnalls Auditorium had a new artistic opportunity nearly every month for the community's enjoyment.

Wagnalls strives to offer musical and other artistic performances from favorite genres as well as introducing new ones for all generations! Opportunities to become involved with showcasing the performing arts in our area abound from ushering, promotion, and recruiting talent. Please contact Deb Silvia, Executive Director, to get involved.

*"All I can say is that there is something special within those walls. It's the people, the history, the building, the passion for community, Lissie's MST Book Club, and of course THE THEATER!!!"*

—Joe Werstak, Patron



# The Library

## 2023

**34,453**  
**Visitors**

**410**      **8,718**  
**Programs Attendees**

**Summer Reading Program**  
**928 Participants**  
**45 Programs**

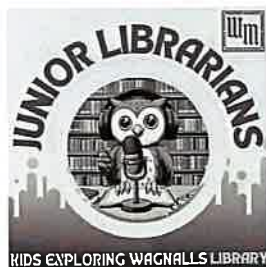
**115,793 Physical**  
**Circulations**

**17,636 Digital**  
**Circulations**

The Wagnalls Memorial Library continued to grow in 2023. We registered 1,024 new patrons. This is almost double the number of new patrons we registered in 2022. We also welcomed three new staff members – our Guiding Ohio Online technology trainer, a library associate and a children’s library associate. We were able to offer many new and exciting programs, with art and crafting programs being one of our greatest hits! We offered classes on crocheting, embroidery, photography and watercolors, with most classes filling up within days. We continue to offer four book clubs a month and our historic “Mabel” tours monthly. Our technology trainer helped our patrons 236 times with one-on-one technology assistance and tutoring. Our Egg Hunt and Christmas Open House continue to be our biggest community events with over 900 in attendance at each.

Our new Guiding Ohio Online technology trainer was able to offer some incredible new services to our patrons. Programs were offered for all ages. Our young patrons learned the basics of computer programming by taking classes on the Scratch programming language. Classes on a variety of topics ranging from online safety to how to use a smartphone were offered for our senior patrons in our new “Tech Savvy Senior” program. Wagnalls now even has our own podcast, called “Junior Librarians Exploring Wagnalls Library”. Our trainer guided homeschool children on all aspects involved in creating a podcast from start to finish. We hope to expand this service to more patrons in 2024. In addition to the in-library programs, we expanded our technology outreach in 2023 with our trainer making visits to several local senior centers.

*“What a blessing Wagnalls is to the community,”*  
- library patron, Michelle Black



# The Children's Library

"WOW! This is amazing! Look at this!" From the time the elevator doors open into the Children's Library at Wagnalls, a child steps into a land of creativity and wonder. It is a child's special place and one that he/she feels at home to dream and discover! A library space dedicated just for them! Children of all ages enjoy creating memories that will help launch them into being lifelong readers. That's why we do what we do—helping children develop and strengthen their reading skills for both academic and pleasure reading. And that's just the first chapter! With 100 years of the Wagnalls Memorial in our community, we continue to help write the book on making a difference in the lives of young readers one page at a time.



*"I am in awe that my children have such a beautiful place to go and learn, the staff quickly feel like family, and there is always something fun and exciting to do. The people, the beauty, the community, and the educational opportunities they provide just can't be matched."*

--Lindsay Workman, Patron

## For the Kids!

- Creative Playspace
- Lego Lab
- Mabel's Makery
- Homeschool Programs
- Storytimes
- Book Clubs
- Sensory Boards
- Summer Reading Program
- Traveling Museum



# Gardens & Scouts

## Our Beautiful Gardens

Wagnalls continues to be indebted to the Fairfield County OSU Extension Office's Master Gardeners for the care and development of our gardens. In 2023, 19 gardeners gave 1,130 hour of service. We are also grateful to community members, the Scouts, BC National Honor Society and the BC Football team for their help!

The Master Gardeners hosted activities in the garden during our Summer Reading Program, the Lithopolis Honeyfest, and new in 2023, a pumpkin walk!



BC Football Team (above)  
Scouts (left)  
BC National Honor Society  
and Gardeners (below)



## Thank you!

Many thanks to Pam & Neil Jarvis for their leadership, time, and donations to The Wagnalls Memorial Gardens!

## Scouting

The Wagnalls Memorial has proudly chartered scouting for at least five decades. In 2023, Wagnalls also chartered Cub Scout Pack 241.



Scout Troops  
214 and 7241

In 2023, Troop 241 earned 39 merit badges and had 10 scouts advance in the ranks. Troop 7241 earned 22 merit badges and eight scouts advanced in the ranks.



During the Wagnalls annual holiday open house, the scouts held a pancake breakfast as a fundraiser for the troops. They look forward to this as an annual event!



# Community & Friends

## Memorial Day

It was our pleasure to work with Bloom Township Fire Association, American Legion Post 677, and the Village of Lithopolis for our Memorial Day festivities. This year we lent our new sound system for the memorial ceremony.



## Lancaster Festival

We enjoyed hosting a Sunday afternoon concert by members of the Lancaster Festival orchestra in July.

## Honeyfest

Wagnalls was delighted to be a part of the Lithopolis Honeyfest 2023! Several educational beekeeping and gardening opportunities were on the grounds including a craft with our own Teen Garden Club.



## Simply Christmas!

We had such a great time at our annual Christmas open house during Simply Christmas in Lithopolis. We're always happy to join in with our community events. Thank you to everyone that participated in our basket raffle benefitting the Library!

## Friends of the Wagnalls Memorial Library



The Friends of the Wagnalls Memorial Library is a separate non-profit organization. The Friends' mission is to support the library by educating the public, recruiting volunteers, aiding in events, and raising funds.

The Friends of Wagnalls have 28 members and 39 volunteers. They are led by Donna Elliott, President; Gina Meyers, Vice President; Patty Leibold, Treasurer; and Cristy Meade, Secretary.



In 2023, the Friends raised funds through member dues, used book sales, theater concessions, donations, and Amazon Smiles. The Friends supported Wagnalls with nearly \$8,800 including a seat cushions for the auditorium, the National Historic Register plaque outside on the tower, a couch for the Children's play space, and experience passes to the Franklin Park Conservatory, The Works in Newark and AHA! A Hands-on Children's Museum in Lancaster among many other wonderful things!



The Friends were also visible in our community this year at the Canal Winchester Farmers Market and with a Little Free Library at Preston Farms.

To join, volunteer, or donate to the Friends, email [friendsofwagnalls@gmail.com](mailto:friendsofwagnalls@gmail.com).

You can also follow them on Facebook for their latest news: [facebook.com/FriendsoftheWagnallsMemorialLibrary](https://facebook.com/FriendsoftheWagnallsMemorialLibrary).



Mailing sponsored by our friends:

Celebrate with us! On Memorial Day 1925, The Wagnalls Memorial was dedicated to the residents of Village of Lithopolis and Bloom Township. We hope you will join us starting this Memorial Day through Memorial Day 2025 to celebrate this wonderful gift given to us by Mabel Wagnalls Jones. The Centennial Committee headed by Carol Gaal, the Wagnalls Historian, has planned a year-long celebration for activities every month. We thank Carol and her team: Carol Black, Haley Black-England, Julie Cecutti, Cathy Giles, Emily McClay, and Mary Massara. We also thank the Friends of the Wagnalls Memorial Library, Wagnalls Library staff, and the Wagnalls Community Theater for their contributions.



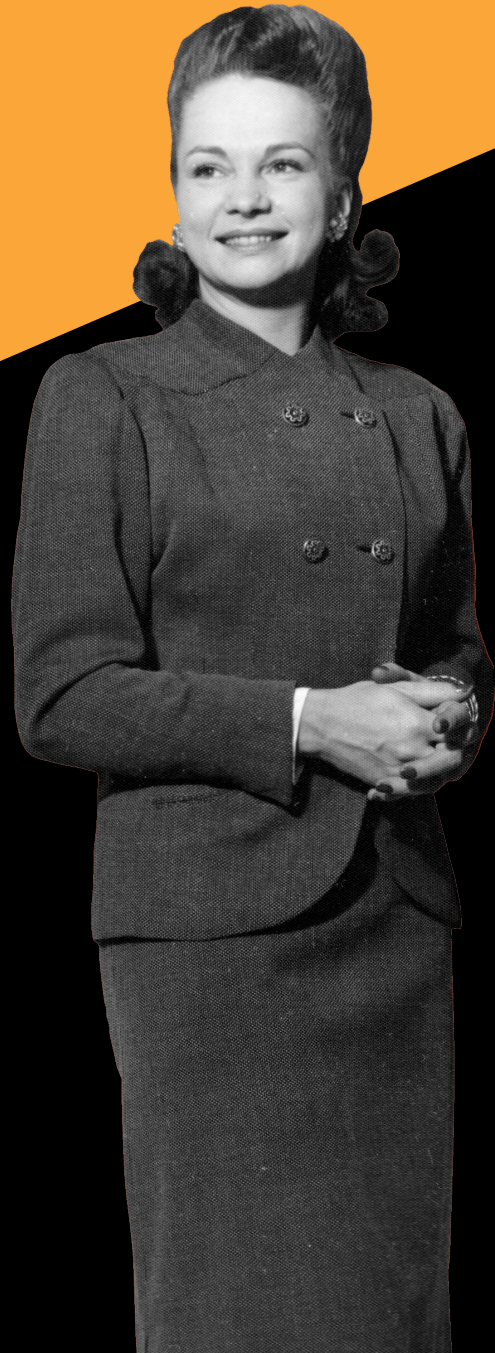
THE Wagnalls MEMORIAL  
150 E. Columbus St.  
PO Box 217  
Lithopolis OH 43136

NONPROFIT  
US Postage Paid  
Permit #PI41  
LANCASTER OH

Return Address Service Requested

Address Box





Fran Taylor: Midcentury's

# GLASSWARE REBEL

The origin of

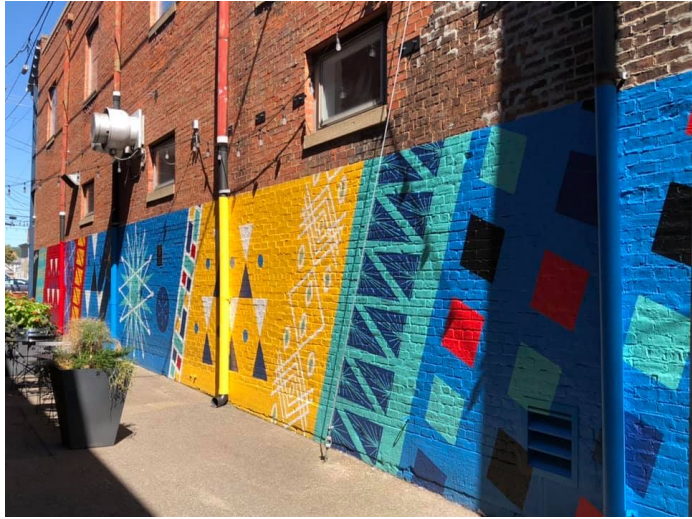
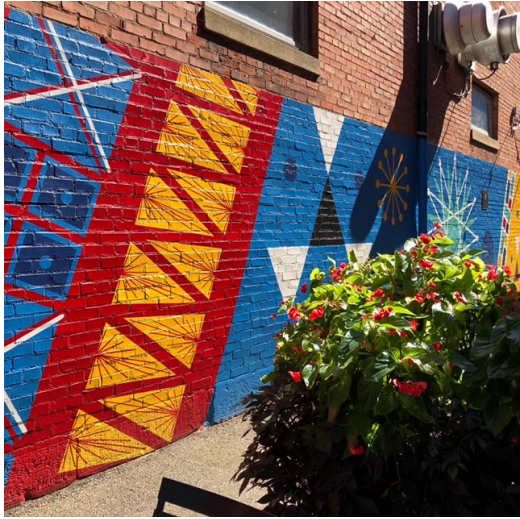




# Gay Fad Studios was a premier glassware decorating company that existed from 1939-1962.







04/30/2024  
2021, Center Alley. Lancaster, Ohio





2022, Retail and Wholesale



2023, Gay Fad Studios Glass Museum



### **Exclusive Glassware**

Introduces new designs created with the same rigor and methods of original Gay Fad glass

### **Wholesale Program**

Offers retailers access to Gay Fad glass— expanding our reach and success

### **Custom Glassware Services**

Provides non-profits and businesses access to specialty glassware



*Gay Fod Studios*  
PRESENTS

# Bottoms Up

A MIDCENTURY BARWARE SHOW



**June  
21-23**

A three day event spanning a historical downtown in Glass Country. This is midcentury—Midwest style.

# Bottoms Up in the numbers

**3**

days

**6**

downtown  
blocks

**35**

local businesses

**20**

national vendors

**50**

activities & events  
(many are free!)

**30**

classes

**10**

presentations

**2**

special guests





## Bottoms Up Marketing Reach

**1M**

MCM enthusiasts across  
facebook alone

**70k**

MCM glassware  
enthusiasts

**163k**

regional tourism

**5m**

travel to the region  
each year

## WHO'S THE AUDIENCE?

# Small town charm, national draw.

Bottoms Up draws upon partnerships developed across the MCM community. Social media reach which will target midcentury glassware and barware collectors at large.

The event also draws upon relationships with tourism bureaus and non-profits that attract thousands of visitors to the region each year. Bottoms Up is expected to be a multi-state draw.



04/30/2024

Featuring Celebrity Guest Artist

# SHAG

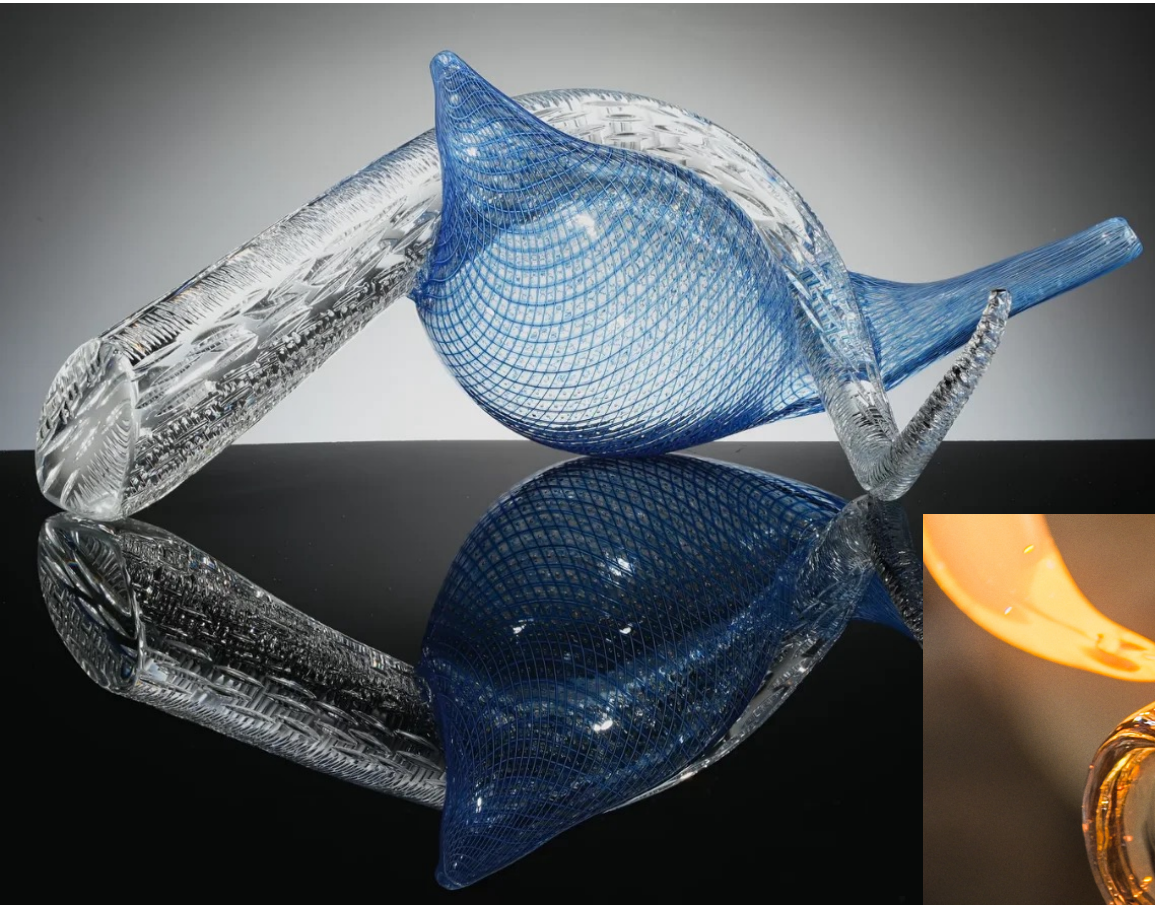
A Shag pop-up store featuring a limited-edition event print, glassware, artwork and merchandise

[Learn more about Shag!](#)



081





Featuring Guest Artist

*Jonathan Capps*

A glass-blowing artist recently featured on **Season 4 of Netflix's "Blown Away" series.**

Demonstrations  
Meet and greet  
Classes

04/30/2024



# Help us make a midcentury show more memorable.

Together, we'll make this event something that keeps attendees talking.

Contact Gay Fad with ideas and questions:

David and Jason Annecy

Store #: 740-277-6883

Email: [gayfadstudios@gmail.com](mailto:gayfadstudios@gmail.com)

- Promote the event on social media
- Bottoms Up flag available for use
- Spotlight on Gay Fad Studios location
- Use teal lighting where applicable
- Craft thank you letter to Stephanie Taylor for her mom's achievements and for her permission on the revival of Gay Fad Studios
- Take part in the celebration!

REGULAR MEETING #17 - 2024  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
APRIL 30, 2024

AGENDA FOR TUESDAY, APRIL 30, 2024

- 7:00 PM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 23, 2024
- Commissioners
- 2024-04.30.a Approval of Fiscal Year 2024 Ohio Airport Grant Program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners [Commissioners]
- 2024-04.30.b A Resolution for Approval of Change Order No. 1 to the Contract between Gutknecht Construction and the Fairfield County Commissioners [Commissioners]
- 2024-04.30.c A Resolution to Approve a Memo Receipt and Expense for the Stop Loss Pool Sub Fund & the Self-Funded Healthcare Fund [Commissioners]
- 2024-04.30.d A Resolution Approving an Account-to-Account Transfer in a Major Object Expense Category for the Safety & Security Budget, General Fund #1001 [Commissioners]
- Fairfield County Board of Elections
- 2024-04.30.e A Resolution to Authorize Funding Made Available to the Fairfield County Board of Elections for a Grant for Cybersecurity Technical Assistance and Appropriate from Unappropriated [Board of Elections]
- Fairfield County Engineer
- 2024-04.30.f A Resolution to Approve the Contract Bid Award for the 2024 Crack Sealing Project [Engineer]
- 2024-04.30.g A Resolution to Approve the Contract Bid Award for the FAI-CR17/31 Resurfacing Project [Engineer]
- 2024-04.30.h A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services. [Engineer]
- 2024-04.30.i A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies [Engineer]



Fairfield County Facilities

- 2024-04.30.j A Resolution Authorizing an Agreement for the Installation of LED Lighting Upgrades at the Job and Family Services Building and DDC Controls at Workforce Center with Ameresco [Facilities]
- 2024-04.30.k A Resolution Authorizing the Approval of a Lease Agreement with Ohio University for classroom space at The Fairfield Center [Facilities]

Fairfield County Job and Family Services

- 2024-04.30.l A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, Respectively [JFS]
- 2024-04.30.m A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and Fairfield County Court of Common Pleas, Domestic Relations Division [JFS]
- 2024-04.30.n A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and the Fairfield County Sheriff's Office [JFS]
- 2024-04.30.o A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and Fairfield County Sheriff's Office [JFS]
- 2024-04.30.p A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2072, Public Children Services [JFS]

Fairfield County Regional Planning Commission

- 2024-04.30.q A Resolution to approve an amendment to the Commercial Building Permit Application Requirements and Fee Schedule for the Fairfield County Building Department [Regional Planning Commission]
- 2024-04.30.r A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Enviro Construction Co. for a CDBG Program Year 2022 Project for the Village of Pleasantville, Columbus/Pearl Street Sewer Improvements [Regional Planning Commission]

Fairfield County Sheriff

- 2024-04.30.s A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 2593, Concealed Handgun License [Sheriff]

South Central Major Crimes Unit

- 2024-04.30.t A Resolution Authorizing the Approval of Advances from the General Fund to Fund #7829 JAG, #7830 DLEF, and #7858 COAP OCJS [Sheriff - Major Crimes Unit]
- 2024-04.30.u A Resolution to Appropriate from Unappropriated in the 2024 JAG Grant Fund #78782924 [Sheriff - Major Crimes Unit]

Fairfield County Soil and Water Conservation District

2024-04.30.v A Resolution to Sign the Agricultural Easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program at a Closing to be Scheduled with the Ohio Department of Agriculture [Soil and Water Conservation District]

Payment of Bills

2024-04.30.w 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 May 7, 2024, 9:00 a.m.

Adjourn

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; Facilities and EMA Director, Jon Kochis; Budget Officer, Staci Knisley; Deputy Director of CPS, Sarah Fortner; Recorder, Lisa McKenzie; Health Commissioner, Joe Ebel; IT Director, Dan Neeley; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; DD Communications Director, Anne Mikan; Assistant Prosecuting Attorney, Austin Lines; Deputy Engineer, Mitch Noland; and FCFC Manager, Tiffany Wilson. Also present: Stephanie Taylor, Sherry Pymer, Jeff Williamsen, Jo Price, Butch Price, Chris Snider, William Sanderson, Betty Bennett, and Mary Cullison.

Virtual attendees: Lori Hawk, Tiffany Daniels, Toni Ashton, Shelby Hunt, Tony Vogel, Jim Bahnsen, Jeffrey Barron, Deborah, Jennifer Morgan, Lynette Barnhart, Abby King, Aubrey, Ruchie, Jeanie Wears, Will Hinman, Bob, Jason Grubb, Steven Darnell, Curtis Witham, Stacy Hicks, Ben, Baylie Blevins, Nicole S., Marcy Fields, Ashley Arter, Brian Wolfe, Greg Forquer, Britney Lee, and Josh Horacek.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

**Listen & Learn – Health Department**

Fairfield County Health Commissioner, Joe Ebel, gave an overview of the Health Department, including its forty plus member staff, and the department's Board of Directors. He spoke about the 15,000 square foot facility on Sheridan Drive and the facility on Tussing Road in Pickerington, that is used for WIC programs. The Health Department's Nursing Division provides adult and children's vaccinations, has a handicap program for children with needs, a Tuberculosis control program, and a newborn nurse home visit program where a nurse meets with new moms. The WIC program starts during pregnancy and can continue until the child reaches five years of age. The department has a full time epidemiologist. Funding for the Health Department is obtained through grants, fees, licenses, permits, the State, and property taxes. Grants make up 40% of the funding and there are new grants that have been received thus far for 2024 totaling over \$226,000.

Ms. Cordle thanked Mr. Ebel for working on the Safe Communities Grant and spoke about the importance of that grant sponsored program to many county residents.

Mr. Ebel spoke about septic system information available at the Health Department.

Commissioner Levacy asked about the 2024 mosquito program and the uptick in measles, tuberculosis, and other diseases.

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

Mr. Ebel stated that mosquitoes will be out early due to the mild winter and that information regarding mosquito spraying has been sent out. He stated that the Health Department is watching the areas with disease outbreaks and stated that Tuberculosis is coming from countries that do not vaccinate. He added that the department is responsible for indigent care.

**1<sup>st</sup> Quarter Budget Review**

Budget Director, Bart Hampson, provided a presentation of the 1<sup>st</sup> Quarter Budget. He provided a PowerPoint that is available in the minutes and spoke about the 2024 financial forecast and financial trend analysis. He also spoke about General Fund revenues and added that the county's cash balance remains relatively flat.

Commissioner Davis spoke about investment revenues and stated that the 5 year estimate is at 6.4% which is consistent with the projections of the Governor's Office. Adjustments were made to the investment revenues to offset possible rate cuts. He added that these projection numbers make the 10-year out estimates more accurate, and that the sales tax revenues will affect the estimates.

Mr. Hampson stated that the year-over-year increases are due to investment earnings, property taxes, conveyance fees, and casino revenues. He spoke about the county's low sales tax rate and where sales tax monies are derived. Mr. Hampson continued by speaking on the expenditures and stated personnel services are the highest portion of the budget at 29%. Budget hearings have been scheduled and departmental meetings are currently being added to everyone's calendars.

All three Commissioners stated they had met with Bart for budget updates and projections.

**Public Hearing Regarding the Adoption of a Roadway Design Manual for Unincorporated Areas of Fairfield County**

Deputy Engineer, Mitch Noland, stated that design manuals are being created to assist with Fairfield County development designs and regulations. We are creating design manuals that are separate from the subdivision regulations. The zoning regulations are being completed by the Regional Planning Commission and the same consultant that worked on the Stormwater Design Manual helped with the Roadway Design Manual.

Commissioner Levacy asked if there was anyone in attendance that would like to speak in favor of the Roadway Design Manual.

Ms. Mattei stated that it was the right step to enable designs to go through the Engineer's Office and not have to go through Regional Planning.

Commissioner Levacy asked if there was anyone who would like to speak in opposition to the Roadway Design Manual and no one spoke, so the Commissioner asked if anyone had anything they would like to add regarding the manual.

Commissioner Fix thanked Mr. Noland and the Engineer's Office and stated that this makes it easier for developers to understand requirements and to decide whether to develop in the county.

Mr. Noland added that the Comprehensive Plan and the design manuals work together.

Commissioner Levacy closed the hearing at 9:37 a.m.



**Regular Meeting #16 - 2024  
Fairfield County Commissioners' Office  
April 23, 2024**

**Public Comments**

Sherry Pymmer of Walnut Township offered her concerns for an amendment to one of the solar leases she fears may result in another type of development. She also stated that industrial solar companies do not have the same zoning requirements as other commercial or residential permit applicants.

Jo Price of Liberty Township offered a prayer on behalf of the family and friends of Judy Stemen, who regularly attended Commission meetings, and had recently passed away.

Jeremy Welch of McConnelsville stated he works for the Carpenters Union and specializes in renewable energy. He urged the Commissioners to reconsider solar exclusionary zones in the county and listed some of the benefits associated with solar energy farms.

Travis Pucket of Washington Township in Southern Ohio stated he represents a worker's union and spoke in favor of the jobs and tax revenue that would be created by solar energy farms. He stated he has seen local communities and school districts near other solar farms flourish.

**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.*

**Week in Review**

*April 30th Board of Commissioners' Meeting*

Next week's Commissioners' meeting will be at 7:00 p.m., at the Wagnalls Memorial Library in Lithopolis.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 35 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution amending the 2023-11.7.a Review, Regular, and Special Meeting resolution to add the May 21<sup>st</sup> Special Meeting for the Public Hearing, to change the location of the May 21<sup>st</sup> Review and Regular Meeting, and to delete the April 2<sup>nd</sup> Roundtable that was previously cancelled.
- A resolution reappointing Jeremiah Upp and Eric McCrady to the OPWC Integrating Committee.

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

- Two resolutions regarding the WAL-05 Geiger Rd Superstructure Replacement. One is to approve the contract with US Bridge dba Ohio Bridge, and the other resolution is for the notice to commence.
- A resolution for an agreement between the Commissioners and the Fairfield County Park District for a loan for contractual services related to the Glaciers Wetland Restoration Project.
- A resolution from Regional Planning to approve a contract with the Enviro Construction Co for the CDBG Village of Pleasantville Street Storm Sewer Improvement Project.
- Two resolutions for the South Hampton Subdivision. One to establish a Drainage Maintenance District and another to approve the final plat for Section 1, Part 1.
- A resolution from Utilities to sign the agreement with Bennett & Williams for professional geotechnical services.
- A resolution to approve the ARP fiscal recovery fund project for the Tussing Rd Water Reclamation Facility Junction Chamber
- And, also from Utilities, a resolution to approve the contract for the ARP fiscal recovery fund Valley Force Main Project.

**Budget Review**

- Budget Director, Bart Hampson, gave an update on the monthly sales tax revenues.

**Calendar Review/Invitations Received**

- *The review of calendar items, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen, unless otherwise noted.*
  - Hicks Partners and Fairfield County MAT Discussion, April 25, 2024, 10:00 a.m., Commissioners' Hearing Room
  - Elder Abuse Awareness Breakfast, June 12, 2024, 8:00 a.m., Life Church Vineyard, 5500 Lancaster-Newark Rd. NE, Pleasantville

**Correspondence Received**

- Press Release, Lancaster Fairfield County Chamber Awards and Annual Trade Show, April 17, 2024, "Lancaster Fairfield County Chamber of Commerce to Celebrate the Stars of our Community May 9"
- Thank You Card for the Commissioners from JFS Staff
- Press Release, April 17, 2024, "Fairfield County Awarded Government Finance Officers Association (GFOA) Award for Outstanding Achievement in Popular Annual Financial Reporting"
- Press Release, April 16, 2024, "Four Traffic Fatalities in Quarter 1 of 2024 in Fairfield County"
- Correspondence Regarding Industrial Solar Projects

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

- Letter, Fairfield County Health Department, April 18, 2024, Regarding: Mosquito Control
- Lancaster Eagle Gazette, April 18, 2024, "County Commissioners to Host a Special Meeting on Solar Fields on May 21 at Liberty Center"
- Hunter's Run Conservancy District, April 19, 2024, Letter Regarding Readjustment of Appraisal Benefits; Key Information About the Assessment; Hunter's Run Conservancy District Informational Letter and Frequently Asked Questions Sheet
- Memo, Dr. Carri Brown, County Auditor, April 18, 2024, Subject: Hotel/Motel Lodging Tax Update
- Fairfield County Auditor's Office: Wins of the Week, April 18, 2024
- Newsletter, MCJDC News, Jan., Feb., March 2024
- Newsletter, Fairfield County Board of Developmental Disabilities, Imagine, April 2024

**Old Business**

Commissioner Davis stated he attended the Lancaster City Council meeting the night before to discuss the transfer of transit to the county. Pending pieces of legislation passed unanimously.

Commissioner Levacy stated that he is on the Governor's Workforce Taskforce, and they have been discussing the multiple roadblocks for those who don't have access to reliable transportation.

**New Business**

Commissioner Davis stated that he and Ms. Cordle would attend the upcoming Lancaster City School Board meeting regarding their driver education program. He stated that young people are not getting licenses for many reasons including costs of getting the license, the insurance, and the cost of the vehicle.

Ms. Cordle stated that many drivers' education classes have waiting lists, even if you have the desire and money to obtain a license, you still must wait. She added that the county assisted Fairfield Union and Lancaster City Schools by supplying a drivers' education car using ARP monies.

Mr. Szabrak spoke about partnering with schools for drivers' education classes.

Mr. Ebel thanked the Commissioners for their support.

Recorder McKenzie attended the Ohio Recorders Association where they discussed the issues with incorporating multiple documents into one document, which causes issues with filing the documents. She thanked Steven Darnell and the Prosecutor's Office for assisting with a lease agreement that had not been filed.

Auditor Brown stated the county will meet with the City of Lancaster on GIS needs for the transfer of Public Transit bus routes. She spoke about presenting to the Mayors' Association, the

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

Financial Leadership Academy, and customer satisfaction comments her office received. She added that the housing inventory is up 29% compared to 23% from the same the previous year. She congratulated Kayla Speakman for graduating from Fairfield Leadership and thanked her team for their work on the Popular Financial Annual Report.

Mr. Szabrak shared that the Ohio Housing Authority provided funding for housing developments across the state, including the city of Lancaster. The Housing Authority just approved Emerald Place on South Ewing with over 200 units, which is a big win for affordable housing.

Recorder McKenzie stated that it is good that dollars from housing fees can be collected, as a percentage of her office's fees go to the State of Ohio.

Sheriff Lape stated they are currently conducting their annual training to include basic Spanish speaking components.

Mr. Kochis reported that the Administrative Courthouse roof is complete, and scaffolding should be down soon. The new sign at the Fairfield Center has been installed and is electronic.

Mr. Neeley stated IT is working alongside the new transit director to capture everything they need for the transfer of governance.

Ms. Cordle stated the county is working to add public transit to the website to be prepared to go live this summer. Currently, with the city, you can access the routes. We will have those on the County's site.

Mr. Clark stated the Benefit Bridge Program has been active for a couple of years, with success, and most customers have continued to the point where they no longer need any type of assistance. They currently have 25 individuals in that program where JFS can help pay for one-time transactions. They also provide financial literacy and budgeting courses.

Commissioner Levacy added that the state is watching how we are doing with this pilot program.

**Regular (Voting) Meeting**

The Commissioners continued to the voting portion of the meeting and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; Facilities and EMA Director, Jon Kochis; Budget Officer, Staci Knisley; Deputy Director of CPS, Sarah Fortner; Recorder, Lisa McKenzie; Health Commissioner, Joe Ebel; IT Director, Dan Neeley; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; DD Communications Director, Anne Mikan; Assistant Prosecuting Attorney, Austin Lines; Deputy Engineer, Mitch Noland; and FCFC Manager, Tiffany Wilson. Also present: Stephanie Taylor, Sherry Pymer, Jeff Williamsen, Jo Price, Butch Price, Chris Snider, William Sanderson, Betty Bennett, and Mary Cullison.

Virtual attendees: Lori Hawk, Tiffany Daniels, Toni Ashton, Shelby Hunt, Tony Vogel, Jim Bahnsen, Jeffrey Barron, Deborah, Jennifer Morgan, Lynette Barnhart, Abby King, Aubrey, Ruchie, Jeanie Wears, Will Hinman, Bob, Jason Grubb, Steven Darnell, Curtis Witham, Stacy



**Regular Meeting #16 - 2024  
Fairfield County Commissioners' Office  
April 23, 2024**

Hicks, Ben, Baylie Blevins, Nicole S., Marcy Fields, Ashley Arter, Brian Wolfe, Greg Forquer, Britney Lee, and Josh Horacek.

**Pledge of Allegiance**

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

**Announcements**

There were no announcements.

**Approval of Minutes for April 16, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 16, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

- 2024-04.23.a      A Resolution Authorizing the Approval of a Proclamation
  
- 2024-04.23.b      A Resolution Approving the Second Amendment of Resolution 2023-11.07.a, Which Established the Fairfield County Board of Commissioners' 2024 Review Sessions, Regular Meetings, and Special Meeting Dates

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Auditor - Payroll**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

- 2024-04.23.c      A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Board of Developmental Disabilities**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Board of Developmental Disabilities:

- 2024-04.23.d      A Resolution Approving an Account-to-Account Transfer

Roll call vote of the motion resulted as follows:

Regular Meeting #16 - 2024 – April 23, 2024

- 7 -

**Regular Meeting #16 - 2024  
Fairfield County Commissioners' Office  
April 23, 2024**

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

**Approval of a Resolution from the Fairfield County Board of Elections**

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

2024-04.23.e      A Resolution to Authorize Funding made Available to Fairfield County Board of Election a Grant for Cybersecurity Technical Assistance and Appropriate from Unappropriated

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Dog Shelter**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Dog Shelter:

2024-04.23.f      A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for Fund #2002

Roll call vote of the motion resulted as follows:

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

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

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

2024-04.23.g      A Resolution to Authorize Jeremiah D. Upp and Eric McCrady to be Reappointed to the OPWC Integrating Committee

2024-04.23.h      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane Expenses

2024-04.23.i      A Resolution to Approve the Contract with US Bridge dba Ohio Bridge for the WAL-05 Geiger Road Superstructure Replacement

2024-04.23.j      A Resolution to Approve the Notice to Commence for the WAL-05 Superstructure Replacement

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Family and Children First Council**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Family and Children First Council:

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

- 2024-04.23.k A Resolution Approving a Sub Grant Agreement Amendment for the Community Based Child Abuse Prevention Grant by and between the Fairfield County Board of Commissioners and the Ohio Children's Trust Fund for State Fiscal Year 2024 and State Fiscal Year 2025
- 2024-04.23.l A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521
- 2024-04.23.m A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521
- 2024-04.23.n A Resolution Authorizing the Approval of a Partial Repayment of an Advance to the General Fund from Fund #7521
- 2024-04.23.o A Resolution Authorizing the Approval of Partial Repayment of an Advance to the General Fund from Fund #7521

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

- 2024-04.23.p A Resolution to Approve a Memo Expense/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
- 2024-04.23.q A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Louise Shropshire Corporation, The Ranch
- 2024-04.23.r A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Sojourners Care Network
- 2024-04.23.s A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Willow Branches of Healing
- 2024-04.23.t A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Park District**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Park District:

Regular Meeting #16 - 2024 – April 23, 2024

- 9 -

**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

2024-04.23.u      A Resolution Regarding an Agreement between the Fairfield County Board of Commissioners and the Fairfield County Park District (FCPD) for a Loan for Contractual Services Related to the Two Glaciers Wetland Restoration Project and an H2Ohio Statewide Wetland Grant

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

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

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

2024-04.23.v      A Resolution Authorizing the Approval of a Contract Agreement by Fairfield County Board of County Commissioners and Enviro Construction Co.

2024-04.23.w      A Resolution to Establish a Drainage Maintenance District for the South Hampton Subdivision

2024-04.23.x      A Resolution to Approve the South Hampton, Section 1, Part 1 Final Plat District

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

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

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

2024-04.23.y      A Resolution Authorizing the Disposal of a Vehicle by Internet Auction with Gov Deals, Inc.

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

**Approval of a Resolution from the Fairfield County Soil and Water Conservation District**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Soil and Water Conservation District:

2024-04.23.z      A Resolution of Support of Property for the Clean Ohio Local Agriculture Easement Purchase Program with the Ohio Department of Agriculture

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

**Approval of Resolutions from Fairfield County Utilities Department**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Utilities Department:



**Regular Meeting #16 - 2024**  
**Fairfield County Commissioners' Office**  
**April 23, 2024**

- 2024-04.23.aa      A Resolution to Approve the Selection and Sign the Agreement for Professional Geotechnical Services with Bennett & Williams Environmental Consultants for the Water Resource Expertise
- 2024-04.23.bb      A Resolution to Approve the Contract Award for the Tussing Road Water Reclamation Facility Junction Chamber Project; ARP Fiscal Recovery Fund #2876
- 2024-04.23.cc      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5823, Utility Road Improvement Bond
- 2024-04.23.dd      A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
- 2024-04.23.ee      A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
- 2024-04.23.ff      A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
- 2024-04.23.gg      A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
- 2024-04.23.hh      A Resolution to Approve the Contract Award for the Valley Force Main Project; ARP Fiscal Recovery Fund #2876

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

- 2024-04.23.ii      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: Jeff Fix, Steve Davis, and Dave Levacy

**Executive Session – Personnel Matters**

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to move to Executive Session to discuss personnel matters at 10:30 a.m. Commissioner Davis



**Regular Meeting #16 - 2024  
Fairfield County Commissioners' Office  
April 23, 2024**

YEAS: Jeff Fix, Steve Davis, and Dave Levacy  
ABSTENTIONS: None

NAYS: None

\*Approved on April 30, 2024

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Dave Levacy  
Commissioner

Jeff Fix  
Commissioner

Steve Davis  
Commissioner

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Rochelle Menningen, Clerk

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**Approval of Fiscal Year 2024 Ohio Airport Grant Program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners**

**WHEREAS**, ODOT has offered grant funds up to a maximum of \$366,700 in state funds for the Obstruction Removal-Election House Road at Fairfield County Airport project, Grant# 24-02; and

**WHEREAS**, if all grants are expended the local match will need to be \$112,260, but \$12,870.90 is needed at this point with projected costs; and

the Airport Authority Board and the Board of Commissioners are both parties to the contract; and

**WHEREAS**, on behalf of the Airport Authority Board, Jon Kochis signed and approved the attached grant contract with ODOT on April 23, 2024; and

**WHEREAS**, the Prosecutor's Office has reviewed the agreement.

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**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 signs and approves the attached FY2024 Ohio Airport Grant Program contract.

**Section 2.** That the Board of Commissioners gives authority to Board Member Jon Kochis or County Administrator Aundrea Cordle to sign any future documents related to the FY24 Ohio Airport Grant Program.



**GRANT CONTRACT**

under

The Fiscal Year 2024 Ohio Airport Grant Program

between the

**Fairfield County Airport Authority &  
Fairfield County Board of Commissioners**

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

24-02

**OHIO DEPARTMENT OF TRANSPORTATION**

**Office of Aviation**

**Ohio Airport Improvement Grant Contract**

**ODOT Project. No. 24-02**

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

**Fairfield County Airport Authority & Fairfield County Board of Commissioners**

agree as follows:

**ARTICLE I: DEFINITIONS**

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

**Administrator:** the Administrator of ODOT's Office of Aviation

**Airport:** an airport which is a Publicly Owned/Public Use facility in Ohio, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

**AIP:** the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

**Code:** the Ohio Revised Code.

**Contract:** this Contract, which is identified as ODOT Project No. 24-02

**Criteria:** the Ohio Airport Grant Program Criteria for the current Fiscal Year

**Drug-Free Workplace Program:** Requirements for drug-free workplace.

**FAA:** the Federal Aviation Administration.

**FAA Air Carrier Enplanement Funds:** AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

**FAA Cargo Funds:** Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

**FAA Final Audit:** the project audit required by the FAA.

**Federal Share:** the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

**Grant Funds:** program funds.

**Grantee: The Fairfield County Airport Authority & Fairfield County Board of Commissioners**

**Land Ownership Reimbursement Allowance:** an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

**Local Share:** the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

**ODOT:** the Ohio Department of Transportation.

**Program:** a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

**Project:** the project funded by the Contract which is identified as ODOT Project No. 24-02

**Standard Assurances:** the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program>

**State:** the State of Ohio.

**State Share:** the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

**Total Project Cost:** the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: **Obstruction Removal - Election House Road at the Fairfield County Airport**

2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.

2.2 The Project costs are as follows:

Total Project Cost: \$478,960.00

Total Local Share: \$112,260.00

**Total State Share: \$366,700.00**

2.3 The total cost for the project is \$478,960.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$366,700.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.



2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment per the method described in the application procedure. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. A completed copy of the project safety and phasing plan including FAA Form 7460's and/or 7480, if required by project type of work.
- F. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- H. Notification of project completion;
- I. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- J. The final ODOT Request for Payment as per the application procedure, no later than thirty days after completion of the project.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:  
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT  
PERFORMANCE

3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.

3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:

3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary level of inspection.);

3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;

3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;

3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;

3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;

3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.

3.2.7 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13 Airport Design, current edition and any other FAA design circulars must be adhered to. In addition for marking layout, refer to AC 150/5340-1 current edition;

3.2.8 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

3.2.9 For any project type, a project safety plan shall be submitted per AC 150/5370-2 current edition, Safety on Airports During Construction;

3.2.10 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16, Automated Weather Observing System (AWOS) current edition for non-federal application;

3.2.11 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and

3.2.12 All asphalt paving projects shall be completed by October 15 of any year.

#### ARTICLE IV: GENERAL PROVISIONS

4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.

4.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.



- 4.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 4.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter “ODOT”) or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee’s noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a.withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b.cancelling, terminating, or suspending a contract, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Grantee,” which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

#### 4.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

#### 4.18 ETHICS REQUIRMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

#### 4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

#### 4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

#### 4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty (30) days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

#### 4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.



4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

**FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:**

The Director of the Ohio Department of Transportation has duly executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Director of the Ohio Department of Transportation

**FOR THE GRANTEE:**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Executed this 23rd day of April, 2024.

By: 

Title: Jon Kochis, Airport Authority Board Member

**CERTIFICATE OF GRANTEE'S ATTORNEY:**

I, \_\_\_\_\_, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated \_\_\_\_\_, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Prosecutor's Approval Page

Resolution No.

Approval of Fiscal Year 2024 Ohio Airport Grant Program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 4/26/2024 8:58:48 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.30.a

Approval of Fiscal Year 2024 Ohio Airport Grant Program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution for Approval of Change Order No. 1 to the Contract between the Gutknecht Construction and the Fairfield County Commissioners**

**WHEREAS,** The Board of County Commissioners has previously approved a contract between the Gutknecht Construction and the Commissioners, for the construction of the Workforce Engineering Lab, located at 4465 Coonpath Road, Carroll OH 43112, and

**WHEREAS,** The Board of County Commissioners has been advised by the Facilities Manager that the delay in contracting an occupancy of the current space will cause immediate delays to the project completion as bid, and

**WHEREAS,** the Board of County Commissioners desires to modify the contract with the Gutknecht Construction per Change Order No. 1 to extend the contract substantial completion date; and

**WHEREAS,** the attached change order has been approved as to form by the County Prosecutor's Office.

---

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

---

**Section 1.** That the Board of County Commissioners approves the attached Change Order No. 1 for the contract with the Gutknecht Construction and authorizes the Board President to sign the change order.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Gutknecht Construction and the Architect.





CHANGE ORDER

312 Plum Street, Suite 700, Cincinnati, Ohio 45202
1086 N. 4th St, Suite 111, Columbus, Ohio 43201

CHANGE ORDER NO. CO-01
PROJECT NO. 2021091.02
DATE 4/29/2024

Basis of Change Order: (Please select only one)

- Type 1: Owner Requested
Type 2: Code Authority Required
Type 3: Unforeseen Condition
Type 4: Value Added Field Coordination
Type 5: Non-Value Added E & O

To Contractor (name/address)
Gutknecht Construction
2280 Citygate Drive
Columbus, OH 43219

Project:
FCWDC-OU Engineering Lab Additions
4465 Coonpath Road NW
Carroll, OH 43112

Owner:
Board of Commissioners of Fairfield County Ohio
210 E Main St.
Lancaster, OH 43130

Contract For: General Construction

You are directed to make the following change(s) in this Contract:

Table with 2 columns: Description of change and Amount. Includes 'Revise construction start date by 7 consecutive days. (zero cost)' for \$0.00 and 'Add to Contract' for \$0.00.

Summary table showing contract sums: Original Contract Sum (\$1,566,000.00), Net Change by previous Change Orders (\$0.00), Contract Sum prior to this Change Order (\$1,566,000.00), THE CONTRACT SUM WILL BE INCREASED BY THIS CHANGE ORDER (\$0.00), THE CONTRACT SUM WILL BE DECREASED BY THIS CHANGE ORDER (\$0.00), The new Contract Sum including this Change Order will be (\$1,566,000.00), and The Contract Time will be changed by (7 Days).

SHP

CONTRACTOR

OWNER

DocuSigned by:
Tim Riffle
A2DEEFA00013477...

DocuSigned by:
John Meegan
DBD5F61BB4784B8...

By
4/29/2024

By
4/29/2024

By

Date

Date

Date

Signature Page

Resolution No. 2024-04.30.b

A Resolution for Approval of Change Order No. 1 to the Contract between Gutknecht Construction and the Fairfield County Commissioners

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to approve a memo receipt and expense for Stop Loss Pool Subfund & the Self-Funded Healthcare Fund**

**WHEREAS**, the Fairfield County Risk Committee agreed to fund the stop loss pool subfund quarterly based on the NFP Analytics report; and

**WHEREAS**, memo receipt and memo expenditures will allow proper accounting for the quarterly reports.

---

**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 for the Stop Loss Pool Subfund:

12537601    434000 charges for services            \$ 116,052.87

This amount represents monies the cash receipt from the Self-Funded Healthcare Fund for based on the NFP Analytics report; see attached.

**Section 2:** That the Fairfield County Board of Commissioners approves the following expenditure for the monies transferred from the Self-Funded Healthcare Fund for a cash transaction to the Stop Loss Pool Subfund.

Account: 12537600    580126 stop loss admin  
Amount: \$ 116,052.87

# FAIRFIELD COUNTY

## Internal Stop Loss Pool Tracking

### INCOME

Income

Fund Deposit	\$2,000,000
2023 Adjustment	\$143,558

12/31/2023 Balance \$2,143,558

#### 2024

Jan-24	\$38,524.18
Feb-24	\$38,494.30
Mar-24	\$39,034.39
Apr-24	
May-24	
Jun-24	
Jul-24	
Aug-24	
Sep-24	
Oct-24	
Nov-24	
Dec-24	
Total	\$116,052.87

2024 Income \$116,053

Total Income \$2,259,610

### EXPENSE

(Claims reimbursed based on Internal Corridor)

Claims	Medical	Rx	Total	Expense
Internal ISL '24	\$250k-\$499k			
Jan-24	\$0.00	\$0.00	\$0.00	
Feb-24	\$0.00	\$0.00	\$0.00	
Mar-24	\$0.00	\$0.00	\$0.00	
Apr-24			\$0.00	
May-24			\$0.00	
Jun-24			\$0.00	
Jul-24			\$0.00	
Aug-24			\$0.00	
Sep-24			\$0.00	
Oct-24			\$0.00	
Nov-24			\$0.00	
Dec-24			<u>\$0.00</u>	
Total	\$0.00	\$0.00	\$0.00	

2024 Expenses \$0

2024 Loss Ratio 0.0%

Prior Fund Balance	\$2,143,557.50
Current Fund Balance	<u>\$116,052.87</u>
ALL FUND Balance	\$2,259,610.37
Overall Loss Ratio	12.45%

12/31/2024

# FAIRFIELD COUNTY

## Internal Stop Loss Pool Tracking

### CONTRACT COUNTS Income Based on:

CC	Single	Family	Total
Internal Fee 2024	\$14.94	\$61.67	
1/1/2024	267	560	827
2/1/2024	265	560	825
3/1/2024	264	569	833
4/1/2024			
5/1/2024			
6/1/2024			
7/1/2024			
8/1/2024			
9/1/2024			
10/1/2024			
11/1/2024			
12/1/2024			
Total	796	1,689	2,485



## **Knisley, Staci A**

---

**From:** Justavick, Susan <susan.justavick@nfp.com>  
**Sent:** Monday, April 22, 2024 11:28 AM  
**To:** Knisley, Staci A  
**Cc:** Hampson, Bart A; Porter, Jeffrey David; Watson, Abby I  
**Subject:** [E] Fairfield County - Group Stop Loss Pool - Q1  
**Attachments:** 03-24 Fairfield Internal STOP LOSS.pdf

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

Hi Staci,

Attached is the Group Stop Loss pool for first quarter 2024. The total deposit is \$116,052.87.

Let me know if you have any questions.

Sincerely,

### **Susan Justavick**

AVP, Consultant

Corporate Benefits

6450 Rockside Woods Blvd S. | Suite 250 | Cleveland, OH 44131

P: 216.264.2712 | M: 216-978-1464 | F: 216.816.0035 | [susan.justavick@nfp.com](mailto:susan.justavick@nfp.com) | [NFP.com](http://NFP.com)



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Signature Page

Resolution No. 2024-04.30.c

A Resolution to Approve a Memo Receipt and Expense for the Stop Loss Pool Sub Fund & the Self-Funded Healthcare Fund

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.**

**WHEREAS**, appropriations are needed for contractual services; and

**WHEREAS**, an account to account transfer will allow proper classification of major expenditure object category in contractual services.

---

**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 \$13,000 is hereby authorized as follows:

From:                   12100119 capital outlay  
To:                       12100119 contractual services

---

**A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.**

***For Auditor's Office Use Only:***

***Section 1.***

*\$ 13,000*

<i>FROM:</i>	<i>12100119 570000</i>	<i>capital outlay</i>
<i>TO:</i>	<i>12100119 530000</i>	<i>contract services</i>

Signature Page

Resolution No. 2024-04.30.d

A Resolution Approving an Account-to-Account Transfer in a Major Object Expense Category for the Safety & Security Budget, General Fund #1001

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution to authorize funding made available to Fairfield County Board of Election a grant for Cybersecurity Technical assistance and appropriate from unappropriated**

**WHEREAS**, the Ohio Secretary of State awarded the Fairfield County Board of Elections \$10,000.00 for the purpose to assist in implementing the priority items determined in the Cybersecurity Technical Document; and

**WHEREAS**, these funds are federal dollars, Federal Funding: Help America Vote Act (HAVA) CFDA: #90.404 and are to be deposited into a separate interest-bearing account; and

**WHEREAS**, appropriate from unappropriated into a major expense category will allow for expenses to occur; and

---

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

---

**Section 1.** Appropriate from unappropriated monies in the following major expenditure object categories for org# 51286100:

\$ 27.29 Contractual Services

---

Prepared by: Amy McCoy  
cc: Board of Elections

**For Auditor's Office Use Only:**

**Section 1.**

\$27.29                    51286100 530000 G0001    Contractual Services

Signature Page

Resolution No. 2024-04.30.e

A Resolution to Authorize Funding Made Available to the Fairfield County Board of Elections for a Grant for Cybersecurity Technical Assistance and Appropriate from Unappropriated

(Fairfield County Board of Elections)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution to Approve the Contract Bid Award for the 2024 Crack Sealing Project.**

**WHEREAS**, the opening of sealed bids on April 8, 2024 for the 2024 Crack Sealing Project, resulted in the following bids:

Strawser Construction, Inc.	\$54,883.84
The Aeromark Company	\$59,873.28
Scodeller Construction, Inc.	\$56,131.20
Russell Standard	\$54,883.84

**WHEREAS**, per Prosecutor opinion, said tie breaker between Strawser and Russell Standard could be determined by coin toss if both parties agree; and

**WHEREAS**, on April 22, 2024, a representative from both Strawser Construction and Russell Standard Corporation participated in a coin toss to determine who should be awarded the 2024 Crack Sealing Project for the Fairfield County Engineer; and

**WHEREAS**, as determined by the coin toss the Fairfield County Engineer is recommending that the Contract for the 2024 Crack Sealing Project be awarded to Russell Standard; 639-B State Route 821; Marietta, OH 45750 a responsive and responsible Bidder, for the amount of \$54,883.84.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$54,883.84, to Russell Standard for the 2024 Crack Sealing Project.

**SECTION 2:** that the Clerk of this Board return a signed copy of this Resolution to the County Engineer for further processing.

Prepared by: Randy Carter  
cc: Engineering Department

Signature Page

Resolution No. 2024-04.30.f

A Resolution to Approve the Contract Bid Award for the 2024 Crack Sealing Project  
(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis,  
this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



**A Resolution to Approve the Contract Bid Award for the FAI-CR17/31 Resurfacing Project.**

**WHEREAS**, the opening of sealed bids on April 22, 2024 for the FAI-CR17/31 Project, resulted in the following bids:

The Shelly Company	\$657,811.11
--------------------	--------------

**WHEREAS**, the Fairfield County Engineer is recommending that the Contract for the FAI-CR17/31 Project be awarded to The Shelly Company,; P.O. Box 266, 80 Park Drive, Thornville, OH 43076 a responsive and responsible Bidder, for the amount of \$657,811.11.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$657,811.11, to The Shelly Company, for the FAI-CR17/31 Resurfacing Project.

**SECTION 2:** that the Clerk of this Board return a signed copy of this Resolution to the County Engineer for further processing.

Prepared by: Randy Carter  
cc: Engineering Department

Signature Page

Resolution No. 2024-04.30.g

A Resolution to Approve the Contract Bid Award for the FAI -CR17/31 Resurfacing Project

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**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:

\$165,000.00                      16202405-Contractual Services

---

**For Auditor's Office Use Only:**

16202405-530020              \$165,000.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2024-04.30.h

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

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies**

**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:

\$75,000.00 16202405-Materials & Supplies

---

**For Auditor's Office Use Only:**

16202405-560000      \$75,000.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2024-04.30.i

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



**A Resolution Authorizing an Agreement for the installation of LED Lighting Upgrades at the Job and Family Services Building and DDC Controls at Workforce Center with Ameresco.**

**WHEREAS**, The Job and Family Services Building and Workforce Center, which are owned by the County Commissioners, have received an Ohio Department of Development Grant to install LED Lighting Upgrades and a DDC Controls Upgrade; and

**WHEREAS**, the Ohio Department of Development Grant award is \$250,000.00 toward the LED Lighting Upgrades and DDC Controls Upgrade; and

**WHEREAS**, the County desires to use the Equalis Cooperative Purchasing Agreement as a method to procure these services per the Master Agreement with Equalis; and

**WHEREAS**, Equalis has procured Ameresco for the purposes of the LED Lighting Upgrades and DDC Controls Upgrade; and

**WHEREAS**, the Facilities Manager and County Administrator have reviewed the proposals from Ameresco in the amount of \$301,698 (three hundred one thousand, six hundred ninety eight dollars), with \$250,000.00 being reimbursed with the Ohio Department of Development Grant; and

**WHEREAS**, funds will be placed in the capital projects fund for the specific purpose of LED Lighting Upgrades and DDC Controls Upgrade, and a purchase order to encumber the funds for the services will be acquired; and

**WHEREAS**, the agreement with Ameresco, for LED Lighting Upgrades and DDC Controls Upgrade, as attached, has been approved to form by the County Prosecutor, and

---

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

---

**Section 1.** The Board of County Commissioners approves the LED Lighting Upgrades and DDC Controls Upgrade with Ameresco for the amount of \$301,698.00.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Facilities Director for further processing.

Prepared by: Christy Noland



**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Ameresco**  
Date: **3/20/2024 12:25:35 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
James, Jesse	1580 25th St NW
James, Michael	2301 Stoney Run Trail
Shamel, Chris	200 East Ave.
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



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Mar 19, 2024



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e.g. 1606N020Q02

Select Domain  
**Entity Information**



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e.g. 123456789, Smith Corp

Ameresco ×

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ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24004247 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

Revisions: 000

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AMERESCO, INC  
111 SPEEN STREET  
FRAMINGHAM, MA 01701

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MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
800-518-5576		4609		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/23/2024	18043			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Workforce - LED lighting GL Account: 12343500 - 570000	1.0	EACH	\$51,698.00	\$51,698.00
GL SUMMARY					
	12343500 - 570000			\$51,698.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$51,698.00 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: 04/23/2024

*Carri L. Brown*

Auditor Fairfield County, OH

04/30/2024

**Purchase Order Total \$51,698.00**

146

**For Department Use ONLY**



## State Energy Program Grant Agreement Energy Efficiency Program for Ohio Communities

<b>Grant Control Number</b>	OEEG24-EEPOC205399
<b>Grantee</b>	Fairfield County
<b>Address</b>	210 East Main Street, Lancaster, OH 43130
<b>Contact</b>	Jon Kochis
<b>E-Mail</b>	jon.kochis@fairfieldcountyohio.gov
<b>Phone</b>	(740) 652-7961
<b>Program Activity</b>	Fairfield County Energy Improvements
<b>Technology or Materials</b>	Lighting and Control Upgrades
<b>Effective Date</b>	01/01/24
<b>Project Completion Date</b>	12/31/25
<b>Grant Source</b>	U.S. Department of Energy – IJJA SEP Funds
<b>CFDA No.</b>	81.041
<b>Federal Award Source</b>	DE- EE0010093
<b>Amount of Award</b>	\$250,000.00

This Grant Agreement (the “**Agreement**”) is entered into by and between the **State of Ohio, Department of Development (“Grantor”)**, located at 77 South High Street, Columbus, Ohio 43215, and **Grantee** identified above for the purpose of participating in the Infrastructure Investment and Jobs Act **State Energy Program Energy Efficiency Program for Ohio Communities** (the “**Program**”) with funds awarded by the U.S. Department of Energy (“**USDOE**”). This Agreement incorporates the attached Exhibit I, Scope of Work and Project Budget, Exhibit II, Financial Reports and Request For Payment Information, Exhibit III, Special Terms and Conditions, Exhibit IV, Quarterly Progress Reporting Guidelines and Exhibit V, Contract Provisions (to the extent applicable). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

1. **Grantor’s Authority.** Grantor is authorized by Ohio Revised Code (“**Revised Code**”) Section 1551.11 to grant funds appropriated by the General Assembly and any assistance provided by any governmental agency for new concepts, programs, or technology for the conservation of energy, for the efficient and environmentally acceptable utilization of present, new, or alternative energy sources, or which develop resources of the state. Under Revised Code Section 1551.12(F), Grantor may grant funds for the furnishing of goods or performance of services. Grantor has been awarded funding by USDOE under Catalog of Federal Domestic Assistance Number referenced in the table above to develop and implement a comprehensive Program. The Program will promote energy conservation and efficiency, reduce energy demand and develop and deploy renewable energy sources.
  
2. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.
  
3. **Grant of Funds.**
  - (a) **Funds.** Grantor hereby awards and grants to Grantee funds in the aggregate amount of **\$250,000.00** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the

Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.

- (b) **Availability of Funds to Complete the Project.** It is a condition to the award of Grant Funds that the Grantee provides funds from other sources to pay project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

4. **Payment of Grant Funds.**

- (a) **Invoices.** Grantor shall disburse the Grant Funds on a reimbursement basis for eligible costs of the Project incurred on or after the Effective Date. Grantee shall require delivery before payment is made for purchased goods, equipment, and services unless Grantee obtains satisfactory security from the vendor for the payment and performance of the underlying purchase agreement. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in the Application, subject to the allowance for budget alterations provided in paragraph (b) of this Section 4. Grantee shall submit reimbursement request on the form provided by Grantor from time to time. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in the Application. Grantor shall be the sole judge of the adequacy of reimbursement requests. Grantee shall submit to Grantor such documentation necessary or useful to substantiate a reimbursement request. **The final reimbursement request shall be received by Grantor no later than Jan. 31, 2026. All funds must be requested within 45 days of project completion.**

(b) **Budget Alterations.**

(i) Subject to paragraph (ii) below, Grantee shall have discretion to reallocate an amount not greater than 10 percent of the Grant Funds, in the aggregate, among budget line items otherwise funded in whole or in part with Grant Funds, and any such reallocation shall be considered by Grantor to be consistent with the Project budget. In the event Grantee makes a budget alteration as permitted by this paragraph, Grantee shall submit with its request for reimbursement a revised Project budget reflecting the alteration. Any changes to the Project budget beyond the scope of this paragraph, including, without limitation, alterations that add budget line items or total, cumulatively with prior alterations, more than 10 percent of the Grant Funds may be affected only by amendment of this Agreement as provided in Section 16(e).

(ii) If at the completion of the Project the Grantee's share of total allowable costs, is less than the total costs reimbursed, Grantee must refund the difference.

- (c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio and U.S. Department of Health and Human Services budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant

Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

- (d) **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursements with Grant Funds in accordance with the Project Budget included in Exhibit I, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule”) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
  - (e) **Retainage.** Grantor may withhold payment of an amount equal to ten percent (10%) of the Grant Funds until Grantor receives and approves Grantee’s Project Completion Report.
  - (f) **Decontamination and/or Decommissioning Costs.** Notwithstanding any other provisions of this Agreement, neither the federal government nor the State of Ohio shall be responsible for, or have any obligation to, Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of Grantee’s facilities, or (ii) any costs which may be incurred by Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether the D&D work was performed prior to or subsequent to the effective date of this Agreement.
5. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. If the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 6(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.
6. **Agreement Deadlines and Term.**
- (a) **Project Completion.** Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
  - (b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the date which is three years after the Project Completion Date (the “**Expiration Date**”), unless it is terminated earlier as provided in Section 12 (the “**Term**”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds, and that Grantee’s obligation to file any delinquent reports survive the expiration or earlier termination of this Agreement.

7. **Project Performance.**

- (a) **Completion According to Application and Scope of Work.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of achieving the Program objectives described by Grantor in its State Energy Program application submitted to USDOE. Therefore, Grantee's completion of the Project and performance of other obligations as set forth in the Application and the Scope of Work are essential terms of this Agreement. (While the Scope of Work is intended to be consistent with the Application, in the event of any conflict or inconsistency between the Scope of Work and the Application, the terms of the Scope of Work will prevail over the conflicting or inconsistent terms of the Application.)
- (b) **Performance Metrics.** The Project will be subject to assessment by Grantor according to the performance metrics applied by USDOE to the Program. The Program metrics may include: (i) renewable energy capacity and generation, (ii) jobs created and/or retained, (iii) emissions reductions, (iv) infrastructure investment, (v) accomplishments, publicity, good news, (vi) industrial process efficiency, (vii) workshops, trainings and education, (viii) energy savings (kwh/therms/gallons/BTUs/etc.), (ix) energy cost savings, and all other relevant material related to this Agreement. Grantee shall timely and accurately report to Grantor from time to time at Grantor's request information relevant to assessment of the Project against the Program performance metrics.
- (c) **Compliance with Federal Requirements.** Grantee shall comply with all USDOE requirements for the Program, as USDOE may clarify or change those requirements from time to time. Without limiting the foregoing, Grantee shall submit the Project for review under the National Environmental Policy Act ("NEPA") of 1969 unless a categorical exclusion applies, comply with Section 106 of the National Historic Preservation Act of 1966 and implementing regulations prior to receiving any Grant Funds, comply with federal prevailing wage laws (Davis-Bacon and related acts) with respect to any construction activities on the Project, review and adhere to all applicable National Policy Assurances and Certifications applicable to the Grant Funds (copies of which are attached as Exhibit III to this Agreement), and comply with the USDOE Financial Assistance Rules, 10 C.F.R. part 600, as applicable to recipients of subgrants or subawards.
- (d) **Build America, Buy America (BABA).** Grantee shall comply with domestic procurement requirements provided in the Build America, Buy America Act in section 70914 of Public Law No. 117-58, also known as the Infrastructure Investment and Jobs Act. The Department of Energy can issue a waiver in certain circumstances. Please see the link for further information <https://www.energy.gov/sites/default/files/2022-11/Guidance%20on%20Submission%20of%20a%20DOE%20Buy%20America%20Requirement%20Waiver%20Request%2011-17.pdf>.
8. **Reporting.** The federal award providing funds for this Agreement imposes certain reporting requirements on Grantor. Grantee must provide information necessary and sufficient for Grantor to comply with such reporting requirements. Failure to comply with the reporting requirements concerning the Grant Funds and the Project is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.
- (a) **Quarterly Progress Reports.** Grantee shall deliver to Grantor by the 10<sup>th</sup> day of each quarter during the Term of this Agreement a quarterly progress report covering Grantee's activities on

the Project, including the goals accomplished, milestones met and any performance deficiencies or delays. Exhibit IV contains guidelines for formatting quarterly reports.

- (b) **Project Completion Report.** Grantee shall notify Grantor promptly in writing when the Project is completed (the “**Project Completion Report**”). In no event shall the Project Completion Report be submitted later than 30 days after the Project is completed in accordance with the Application and Scope of Work. The Project completion report may be submitted in substantially the same format as a quarterly progress report unless otherwise directed by Grantor. Following receipt of the Project Completion Report, Grantor will review the completed Project. Notice of Project completion and Grantor review shall be conditions to final disbursement of the Grant Funds.
- (c) **Emission Allowances.** Energy projects may be eligible to receive energy efficiency or renewable energy emission allowances or other allowances or credits based on the energy attributes of the project (an “**Allowance or Credit**”). If Grantee is entitled to claim an Allowance or Credit as a result of the Project, Grantee must affirmatively claim such Allowance or Credit or forfeit such Allowance or Credit to Grantor for the benefit of the public as provided in Section 4928.62(C) of the Ohio Revised Code. Grantee is hereby deemed to forfeit any Allowance or Credit related to the Project unless Grantee notifies Grantor in writing of its intention to claim the Allowance or Credit at least 120 days prior to the scheduled deadline for claiming the Allowance or Credit. Grantee may also waive to Grantor for the benefit of the public any Allowance or Credit related to the Project. Grantor hereby exercises its right to claim ownership of any such Allowance or Credit that Grantee affirmatively waives or is deemed to have forfeited under this paragraph.
- (d) **Signature and Costs.** Grantee (if Grantee is an individual) or the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee (if Grantee is an entity) shall certify by his or her signature of each report required by this Section 8 that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (e) **Additional Information.** Grantor reserves the right to require any other documentation that may report Grantee’s activities related to the Project and the expenditure of Grant Funds as may be required to satisfy any federal reporting requirement. Grantee shall respond within a reasonable time to any such supplemental request.
- (f) **Remedy.** Reporting is essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required performance report or additional information and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the performance report is past due.
- (g) **Dissemination of Scientific and Technical Reports.** If this Agreement requires submission of scientific and technical reports, such reports will be disseminated on the Internet via the USDOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the USDOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)). Reports submitted to the USDOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

## 9. **Audit Standards; Records Maintenance and Access.**

- (a) **Audit Standards.** Grantee acknowledges this Agreement involves the use of federal funds and as such is subject to audit by the agency of the United States government granting funds to Grantor for purposes of performing the Project. As directed by Grantor, the Project will be subject to fiscal and compliance audits in accordance with 2 CFR 200 and United States Government Accountability Office Guidelines for Financial and Compliance Audits of Federally Assisted Programs.
- (b) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, documentation of expenditures of Grant Funds, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. Notwithstanding the foregoing, the following record types shall be subject to the retention periods indicated for each: (i) real property and equipment records shall be retained for three years from the date of the disposition or replacement or transfer of the real property or equipment; (ii) if Grantee is required to report program income after the period of grant support, records concerning such income shall be retained for three years after the end of Grantee's fiscal year in which the income is earned; and (iii) indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable shall be retained for three years after (A) the date of submission to the federal government for negotiation if the computation or proposal is negotiated or (B) the end of the fiscal year (or other accounting period) covered by the computation or proposal if not submitted to the federal government for negotiation. If any audit, dispute, litigation, or negotiation is pending when the applicable retention period would otherwise expire, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.
- (c) **Inspection and Copying.** At any time during normal business hours, and upon not less than 72 hours prior written notice, Grantee shall make available to Grantor, its agents and other appropriate state and federal agencies or officials (including, without limitation, the Comptroller General of the United States, USDOE, or any of their authorized representatives) all books and records containing information regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor, its agents and other appropriate state and federal agencies and officials may review, audit and make excerpts, copies, or transcripts of such books and records. Grantee shall also make available for interview by Grantor, its agents and other appropriate state and federal agencies or officials those directors, officers, employees and agents of Grantee who may have information regarding the Grant Funds and any transaction involving the Grant Funds. Grantor shall use reasonable efforts to conduct any such inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(c) from Grantee's other records of operation. Grantee shall also cause each of its contractors paid with Grant Funds to make its books and records available for inspection and copying to the same extent and in the same manner as described in this paragraph for Grantee. The obligations of Grantee and rights of Grantor and other state and federal officials to access records shall continue if pertinent records are retained.
- (d) **Site Visits.** Authorized representatives of Grantor and USDOE have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Grantee shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of government representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay Project work or evaluation.



- (e) **Federal Stewardship.** USDOE will exercise normal federal stewardship in overseeing the project activities performed under the award that provides funding for this grant. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the Project; assuring compliance with terms and conditions of the federal award (which, in turn, includes compliance by Grantee with the terms and conditions of this Agreement); and reviewing technical performance after Project completion to ensure that the federal award objectives have been accomplished.

10. **Property Rights; Publications.**

- (a) **Intellectual Property.** Nonprofit organizations are subject to the intellectual property requirements at 10 C.F.R. 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 C.F.R. 600.136(a) and (c).
- (b) **Property and Equipment Purchases.** This Agreement is subject to any applicable property recapture requirement that may be imposed by federal law, regulation or program guideline. If Grantee defaults in the performance of the terms and conditions of this Agreement and/or this Agreement is terminated for default or non-performance, property and equipment acquired with Grant Funds may be subject to recapture and Grantee may be required to transfer all Grantee's right, title and interest in such property and equipment to Grantor. Grantee shall provide for the security and safekeeping of all property and equipment obtained with Grant Funds (directly or by reimbursement of costs).
- (c) **Publications.** Grantees of USDOE funding are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number **DE- EE0010093.**"

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

11. **Adherence to State and Federal Laws and Regulations.**

- (a) **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment

compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws, and regulations, and all permit requirements applicable to the Project. In the event of any conflict or inconsistency between federal statutes and regulations and the terms and conditions of this Agreement or the underlying federal award to Grantor, Grantor will seek guidance from USDOE.

- (b) **Ethics.** In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (d) **No Contingency Fees.** Grantee represents and warrants to Grantor that Grantee has not employed or retained any person or entity to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. If such representation proves to be false, Grantor shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Grant Funds or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available for the breach.
- (e) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.
- (f) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no knowingly false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future

economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

- (g) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall incorporate the requirements of this paragraph in all of its contracts for any work to be performed as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee shall require all of its contractors to incorporate such requirements in all subcontracts for such work. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision. Grantee will, in all solicitations or advertisements for employment positions, expressly indicate that applications placed for consideration of employment will be reviewed without regard to the race, religion, color, sex, national origin, disability, age, military status or ancestry of the applicant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with the Grant Funds.
- (h) **Prevailing Wage and Labor Standards.** All laborers and mechanics employed by Grantee, its contractors or subcontractors on any such construction work (as defined in 29 C.F.R. part 5) that is part of the Project shall be paid in accordance with the Davis-Bacon Act and related laws, 40 U.S.C. 276a to 276a- 5, as amended, the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by Grantee, its contractors or subcontractors on such construction work shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Grantee shall require that all of its contractors and their respective subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that construction work to be undertaken on the Project is not subject to the application of the Davis-Bacon Act and related laws, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in such construction work, Grantee shall comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.
- (i) **Procurement.** When procuring property and services to be paid for in whole or part with Grant Funds, Grantee shall comply with the procurement standards and other requirements for procurement set forth in 10 C.F.R. § 600.236(b) through (i). Without limiting the foregoing, Grantee acknowledges all of its contracts for the procurement of property and services will contain contract provisions as described in 10 C.F.R. § 600.236(i). It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
- (j) **Historic Preservation.** (i) Prior to the expenditure of federal funds to alter any structure or site,

Grantee shall comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with USDOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in, or eligible for listing in, the National Register of Historic Places. In order to fulfill the requirements of Section 106, Grantee must cooperate with Grantor in contacting the State Historic Preservation Officer (SHPO) to coordinate the Section 106 review outlined in 36 C.F.R. part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. (ii) Section 110(k) of the NHPA applies to USDOE-funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. (iii) Grantee should be aware that the USDOE Contracting Officer will consider Grantor to be in compliance with Section 106 of the NHPA only after Grantor has submitted adequate background documentation to the SHPO for its review, and the SHPO has provided written concurrence to Grantor that the SHPO does not object to Grantor's Section 106 finding or determination. Grantee shall provide promptly to Grantor and/or to the SHPO such information concerning the Project and any properties that may be affected by the Project as may be necessary or useful for Grantor to make its Section 106 finding or determination and for the SHPO to evaluate a request for concurrence in the Section 106 finding or determination. Grantor shall provide a copy of the SHPO concurrence to the Contracting Officer.

- (k) **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.
- (l) **Lobbying Restriction.** Grantee shall not expend any Grant Funds, directly or indirectly, to influence congressional action on any legislation or appropriation matters before Congress other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 12. **Termination.**

- (a) **Reasons for Termination.** Grantor may withhold payment under this Agreement or terminate this Agreement in whole or in part under any of the following circumstances: (i) Grantee fails to comply with the terms and conditions of this Agreement, including any Program rules and requirements incorporated into this Agreement; (ii) Grantor determines that Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 10 C.F.R. part 600, with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time allowed by this Agreement or otherwise approved by Grantor; (iii) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under this Agreement; or (iv) Grantee fails to comply with any reporting requirements including, but not limited to, submission of reports provision of this Agreement. Grantor may also terminate this Agreement in the event USDOE cancels its grant of funds to Grantor.
- (b) **Procedure.** If Grantor has a basis to terminate the Agreement or to withhold Grant Funds as provided in paragraph (a) of this Section 12, Grantor shall notify Grantee in writing (the "Notice") sent by certified mail or commercial delivery. The Notice shall state in reasonable detail the basis for the action and sections of the statutes, rules, regulations or contractual obligations that Grantee is charged with violating.
- (c) **Effect of Early Termination.** Within sixty (60) days after early termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition,

Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Grantee shall have the right to use of the data for Grantee's own internal, non-commercial educational, training or research purposes. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio (the "State"). In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement. Grantee shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of receipt of the Notice, and shall cancel as many outstanding obligations as possible. Notwithstanding any of the provisions of this Section 12, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

(d) **Termination Requested by Grantee.** Notwithstanding any of the provisions of this Section 12, if Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied by Grantor, Grantee may request to terminate this Agreement by giving reasonable written notice to Grantor, indicating the effective date of termination, the reasons for requesting the termination, and an appropriate budget revision. In such event, Grantor shall terminate the Agreement only if both parties agree to the termination and to the conditions under which it shall occur.

13. **Indemnification.** Each party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither party shall be responsible for the acts and/or omissions of the other party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one party to the other party.

14. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

15. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Department of Development  
77 South High Street  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
ATTN: Deputy Chief, Office of Community Assistance

If to Grantee:

To the attention of the Contact  
identified on the first page of this  
Agreement.

16. **Miscellaneous.**

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.



- (k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, record retention and inspection rights shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date.

**Grantee:**

Fairfield County



Authorized Official Signature

David L. Levacy

Printed Name

County Commissioner

Title

March 12, 2024

Date

**Grantor:**

State of Ohio, Department of Development

E-SIGNED by Patrick Smith  
on 2024-04-03 12:58:49 EST

Signature

Printed Name

Chief, Community Services Division

Title

2024-04-03 12:58:49 UTC

Date

**Grantee Must Enter Unique Entity Identification (UEID) and SAM.gov Registration Expiration**

UEID:	MAM8KFZZ4UL5	Expiration Date: 11/1/2024
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**Attachments:**

- Exhibit I Scope of Work and Project Budget
- Exhibit II Financial Reports and Request for Payment
- Exhibit III Special Terms and Conditions
- Exhibit IV Quarterly Progress Reporting Guidelines
- Exhibit V Contract Provisions

## EXHIBIT I

### SCOPE OF WORK AND PROJECT BUDGET

Grantee's Ohio Energy Efficiency Program for Ohio Communities Grant application and budget is located within Grantor electronic application system (Salesforce).

### SEP Budget Information

Applicant Name: Fairfield County

Proposed Project Date: 01/01/24

To: 12/31/25

#### SUMMARY OF BUDGET:

Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
Equipment/Installation (Phase 3)	\$0	\$250,000	\$250,000
Total Budget Amount:	\$0	\$250,000	\$250,000

**EXHIBIT II**  
**FINANCIAL REPORTS AND REQUEST FOR PAYMENT**

1. Grantee shall provide the above information along with the Financial Reimbursement Request Form available in Salesforce by the 10<sup>th</sup> of each month following the end of each calendar quarter. If the 10<sup>th</sup> falls on a weekend or holiday, the request is due the following Monday.
2. Financial reports for each month of the Term are to be submitted electronically using the Grantor's online system whether or not costs are incurred. Upon review and approval by Grantor, reimbursement payments will be transmitted to Grantee within three to four weeks from the date of receipt by Grantor of Grantee's financial report.
3. Financial reports are to reflect and be in accordance with the accounting records (books, journals, ledgers, etc.) of Grantee.
4. A final financial report of expenditures for the Term is to be received by Grantor no later than 20 business days after the Term ends. The report should be Submitted electronically using the Grantor's online system.
5. Upon completion of the Term, the remaining balance of Grant Funds, if any, is to be remitted along with a copy of the final financial report. Make the check payable to the Treasurer of the State of Ohio and submit it to the Office of Budget and Finance, Ohio Department of Development, P.O. Box 16565, Columbus, Ohio 43216.
6. Grantee shall return to the federal government on an annual basis beginning June 30, 2014 and every year thereafter, all interest income generated from the deposit of Grant Funds received under this Agreement, except that the Grantee may retain the first \$500.00 to pay administrative expenses. Interest income over the \$500.00 allowance should be remitted to the Department of Health and Human Services, Payment Management System, Rockville, Maryland 20852.
7. For Grantees not subject to the provisions of 2 CFR 200, Subpart F, a financial statement audit must be conducted on an annual basis. It must be completed by an independent certified public accountant or firm in accordance with generally accepted government auditing standards (GAGAS). A copy of the audit report must be submitted within nine months following the end of the grantee's fiscal year or within thirty days following the release of the audit report, whichever occurs first. The report may be electronically sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mailed to

Ohio Department of Development.  
Special Projects Coordinator, Audit Office  
P. O. Box 1001  
Columbus, Ohio 43216-1001

8. Unless Grantee is exempt, for single audits of fiscal years 2015 and after, Grantee must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantee may electronically submit their single audit report to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mail one copy of the single audit report to:

Ohio Department of Development.  
Special Projects Coordinator, Audit Office  
P. O. Box 1001  
Columbus, Ohio 43216-1001



## Request for Payment

Grantee Name: \_\_\_\_\_ Request Number: \_\_\_\_\_  
 Grant Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 Grantee Contact: \_\_\_\_\_ Grant Start Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Grant End Date: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Final Request:  (Is this your final request? If so, mark "X")

A. Budget Categories	B. Grant Award	C. Previous Grant Expenditures From: _____ To: _____	D. Current Grant Expenditures From: _____ To: _____	E. Grant Balance	F. Cost Share Expended	G. Total Project Cost
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
<b>TOTAL:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**\*All Payment Requests Must Include Supporting Documentation**

**GRANTEE CERTIFICATION:**

I hereby certify that the above amounts are true and accurate to the best of my knowledge and that all expenditures are solely for the purpose set forth in the agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE RETURN TO:**

Ohio Department of Development  
 Office of Energy & Environment  
 77 South High Street, 26th Floor  
 Columbus, Ohio 43215

**FOR STATE USE ONLY**

**FISCAL APPROVAL**

An encumbrance is hereby certified to merit payment in accordance with conditions of the Agreement.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MONITOR APPROVAL**

Performance of Grantee to date is hereby certified to merit payment and all reports and supporting documentation have been submitted in accordance with conditions of the Agreement.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Ohio Department of Development  
Office of Energy and Environment  
Energy Efficiency Program for Ohio  
Communities

OOE FORM EEP-001 (10/2021)

ELIGIBLE ENERGY EFFICIENCY EQUIPMENT/MATERIALS/COST ITEMIZATION/INSTALLED EQUIPMENT CERTIFICATION FORM  
(INVOICES AND PROOF OF PAYMENT DOCUMENTATION MUST BE SUBMITTED WITH A COMPLETE COPY OF THIS FORM)

GRANTEE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE/FAX: \_\_\_\_\_  
CONTACT NAME: PROJECT NAME: \_\_\_\_\_

GRANT CONTROL #: \_\_\_\_\_  
PAYMENT REQUEST #: \_\_\_\_\_  
GRANT AWARD AMT: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_

CLIENT/VENDOR/ PAYMENT BENEFICIARY	JOB TYPE	DATE	NUMBER	INVOICE		TRANSACTION TYPE	EQUIPMENT / MATERIALS	ITEM #	QUANTITY	UNIT PRICE	GRANT FUNDS	COST SHARE	TOTAL AMOUNT	LOCATION	COMMENTS
				AMOUNT	PAYMENT DATE										
				TOTAL	\$	-									

CERTIFICATION:

I certify that the energy efficiency equipment described on this Form was recommended in the ASHRAE II audit for this project as a necessary energy efficiency measure and that this equipment was purchased and installed at the project's location.

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ COMPANY \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_

This form is to be uploaded to the Reimbursement Request prepared and submitted in Salesforce. Please upload copies of invoices, proof of payment, and cost share with this form.

### EXHIBIT III

#### SPECIAL TERMS AND CONDITIONS

The following are incorporated into this Award by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>.
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Assurances to be incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

## EXHIBIT IV

### QUARTERLY PROGRESS REPORTING GUIDELINES

The following guidelines are to be followed when preparing quarterly progress reports.

Quarterly progress reports should contain five separately labeled sections consisting of: progress chart, narrative, significant accomplishments, problems/issues encountered.

**The Progress Chart:** List each major milestone of the Project, progress during the reporting period (expressed in a percentage), and overall progress of the Project to date (also expressed in a percentage). *See example chart below.*

**The Narrative:** Provide a brief (1-2-page) description of the Project progress reported in the progress chart, and digital photos if appropriate. Technical and scientific data should be limited to information that is essential to report on the Project progress. If you have additional technical or scientific data you would like to submit, please do so in the form of an attachment.

**Significant Accomplishments:** Report the following information, as applicable –

For Deploying Renewable Energy in Ohio Program Activity:

- number of systems installed (Solar electric)
- size of systems installed (Solar electric)
- number of systems installed (Wind energy)
- size of system installed (Wind energy)
- number of systems installed (Solar thermal)
- capacity of systems installed (Solar thermal)

For Making Building Energy Efficiency Work Program Activity:

- number of buildings retrofitted
- square footage retrofitted

For Banking on New Energy Financing Program Activity:

- number of loans made
- value of loans made

For Targeting Industry Efficiency Program Activity:

- reduction in natural gas consumption
- reduction in electricity consumption

For all Program Activities:

- awards received
- total outlays
- recognition received
- measurable economic impact
- new funds received in support this Project or objectives achieved significantly under budget

**Problems/Issues:** List any obstacles encountered that could potentially hinder the progress of the Project and plans proposed for mitigating the impact.

**SAMPLE PROGRESS CHART**

<b>MILESTONES</b>	<b>PROGRESS THIS MONTH (Expressed in %)</b>	<b>OVERALL PROGRESS TO DATE (Expressed in %)</b>
TASK 1	25%	100%
TASK 2	15%	35%
TASK 3	45%	100%
TASK 4	0%	0%
TASK 5	15%	25%

## EXHIBIT V

### Contract Provisions

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

See §200.322 Procurement of recovered materials.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24003699 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

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AMERESCO, INC  
111 SPEEN STREET  
FRAMINGHAM, MA 01701

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MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
800-518-5576		4014		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/20/2024	18043			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley  
E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	lighting @ 239 W. Main & HVAC @ Workforce GL Account: 12390400 - 570000	1.0	EACH	\$250,000.00	\$250,000.00
GL SUMMARY					
	12390400 - 570000			\$250,000.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$250,000.00 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: 03/20/2024

*Carri L. Brown*

Auditor Fairfield County, OH

**Purchase Order Total \$250,000.00**

04/30/2024

172

**For Department Use ONLY**

# 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.\***



# Proposal

April 15, 2024

## Project: LED Lighting and Building Automation Energy Efficiency Project

To: Fairfield County

This letter (“Agreement”) outlines the scope of work, fees, and terms and conditions associated with the grant award that Ameresco (“Teaming Partner”) helped secure on behalf of the Fairfield County, OH (“Client”). This funding has been allocated through Ohio’s Energy Efficiency Program for Communities (EEPOC) to bolster energy efficiency retrofit upgrades in existing buildings throughout the state. The objective of this Agreement is to provide the Client with a turn-key solution to provide **LED Lighting Upgrades** at the **Job & Family Services (JFS) Building, & DDC Controls Upgrades** at the **Work Force Center** in conjunction with RTU upgrades that are taking place. Both solutions are described in the scope of work below. **The overall project cost is \$301,698**, with **\$250,000** of the project being covered by the Ohio Department of Development grant award approved on February 22, 2024 (**Net Cost: \$51,698**).

### Scope of Work

#### **LED Lighting – Job & Family Services Building**

Ameresco inventoried nearly 1,000 interior fixtures throughout the JFS Building. Of those, 87% of all fixtures are T8 fluorescent, 10% are CFL, 2% are metal halide, and 1% have already been upgraded to LED. All exterior fixtures have also been upgraded to LED. Forty-seven (47) of the existing fixtures are designated as EM fixtures and have battery back-up ballasts to provide egress lighting in the event of a power outage. Many of the open office areas have delamped fixtures because they prefer the lower light levels while working at their desks.

- Replace all recessed fluorescent fixtures with new field adjustable LED Panels.
- Retrofit all remaining fluorescent fixture with direct-wired LED tubes that eliminate the ballasts
  - Basement, elevator machine rooms, perimeter lighting in restrooms, etc.
- Replace stairwell fixtures with new fixtures with battery-backup and stairwell occupancy sensor for dimming when the stairwell is vacant.
- Retrofit all non-LED can lights with new LED cans.
- Install 0-10V dimming in the 3<sup>rd</sup> floor office where line voltage dimming existing currently.
- Install an occupancy sensor in the 3<sup>rd</sup> floor kitchenette and (3) sensors in Conference Rooms.
- Budget excludes repair or replacement of broken/missing lenses.
- Budget is provided for up to (47) EM Fixtures either via dedicated EM Fixtures w/ battery back-up or an external double-headed EM light (“bugeye”).
- Ameresco recommends conducting a test pattern in the open office areas to ensure employees are happy with the light levels prior to upgrading the entire space. Pricing can be provided based on the desired area and would be credited toward the project.
- The proposed solution is based on take-offs from drawings and is representative of the final solution. Scope is subject to change based on the audit and final engineering.
- Equal or better color rendering across the buildings will increase visual clarity and comfort while creating a more pleasing and productive work environment.

- All interior fixtures and tubes will utilize a uniform color temperature for consistency. Incandescent and CFL replacements may utilize a warmer light depending on the application.
- All existing fluorescent lamps and ballasts containing PCBs will be recycled as part of this project.

*Detailed Lighting Scope of Work provided in Exhibit B.*

**DDC Controls – Work Force Center**

There is not currently a central automation system in the Work Force Center to operate the HVAC system. All of the RTUs are controlled via a local thermostat. Some of the thermostats are non-programmable and therefore are not capable of any night setback. The RTUs are also set to provide a minimum amount of fresh air to each space regardless of how many people are utilizing the space. The building would benefit from a web-based system that allows for scheduling, alarming, trending, metering, and intelligent operation, all from a common platform. The county currently uses Distech controls in other buildings that have a DDC system.

Ameresco recommends expanding the County’s Distech system to include the (19) RTUs at the Work Force Center so that the HVAC equipment is on a common platform.

- Install (19) Distech ECLYPSE™ Connected Thermostats (ECY-STAT-R)
  - Client to specify black or white color (see Appendix C – Thermostat Cut Sheet)
- This gives the County visibility along with the other buildings that are on the Distech system. Pricing assumes full access to the Distech/Tridium system.
- All pricing assumes low voltage wiring is ran in J-hooks or cable trays along ceiling. Conduit stub-ups will be installed at the stat if they don’t already exist.
- All pricing assumes we can get on the Distech network within the building.

Energy Conservation & Facility Improvement Measures Financial Analysis		JFS	WFC	Effective Useful Life (EUL)	Measure Investment		Annual Savings			Simple Payback (years)
					Gross Investment	Incentives	Utility	O&M	Total	
1	LED Lighting - JFS	✓	✗	18	\$ 219,380	\$ 219,380	\$ 12,559	\$ 2,991	\$ 15,550	0.0
2A	DDC Controls - BACnet Stats	✗	✓	15	\$ 82,318	\$ 30,620	\$ 4,995	\$ 1,498	\$ 6,493	8.0
Total				17.2	\$ 301,698	\$ 250,000	\$ 17,554	\$ 4,489	\$ 22,043	2.3
Net Investment					\$ 51,698					

**Inclusions**

- Manufacturer’s warranty will transfer for lighting material. Typical warranties are:
  - LED Tubes: 5 Years
  - LED Lamps: 1 Year
  - LED Fixtures: 5 Years
- 1 Year Labor Warranty on Lighting & Controls
- Pricing assumes all work to be done on same shift (no overtime, shift differential).

**Exclusions**

- Excludes replacement of damaged lenses and any electrical deficiencies discovered during installation.
- Emergency egress lighting modification outside of what is described.
- All Exit Signs are Existing to Remain.
- Changes to switching/breakers unless explicitly stated
- Upgrades/Modifications needed for code compliance.
- Asbestos abatement
- Taxes

- Bond
- Permitting
- Network (Internet) for controls communication.
- Fire and/or smoke dampers and any associated fire system tie-ins.
- Repair and/or replacement of components, actuators, valves, wiring etc. associated with HVAC equipment.
- Balancing of any HVAC or hydronic systems.
- No provisions have been added for dust portioning, patching or painting.

**Cost Breakdown**

<b>Total Contract Value</b>	<b>\$301,698</b>
25% up-front; paid upon execution of this agreement	\$75,424
25% upon work beginning on-site	\$75,424
25% at 50% project completion	\$75,425
25% upon project completion and Client sign-off	\$75,425
<b>State Grant Offset</b>	<b>(\$250,000)</b>
<b>Net Project Cost to Client</b>	<b>\$51,698</b>

The Contract Amount is the gross amount and does not include deductions for grants and/or rebates. Ameresco has already applied for and secured the \$250,000 energy grant for this project on the behalf of the Fairfield County. All grants will go back to the CLIENT in the form of a reimbursement.

Sincerely,  
Jarret Kelley  
Director – Project Development

\*\*\* This price is only valid for 30 days from the date of the proposal. \*\*\*

**Intent to Proceed**

Fairfield County

Ameresco, Inc.

Name: \_\_\_\_\_

Name: Ameresco, Inc.

Date: \_\_\_\_\_

Date: 4/15/2024

Signature: \_\_\_\_\_

Signature: 

**Article 1** –These Terms and Conditions are incorporated into the Agreement between the Parties (collectively, the “Agreement”). CLIENT engages AMERESCO and AMERESCO accepts the engagement to perform the scope of work described in this Agreement and any attachments (the “Work”). AMERESCO will provide the design, procurement, construction supervision, inspection, labor, materials, tools, equipment, and other items necessary and reasonably inferable for the completion of the Work, and will substantially complete the Work by the date set forth in the Agreement (the “Contract Time”).

**Article 2 - AMERESCO's Responsibilities**

**2.1** AMERESCO will procure drawings, specifications and other documents necessary to perform the Work and will pay for and secure any and all necessary permits, fees, licenses and inspections by government agencies necessary for the Work. CLIENT will assist in securing such permits, fees, licenses and inspections. All reports and drawings prepared for and deliverable to CLIENT under this Agreement (“Deliverables”) become CLIENT’s property upon full payment to AMERESCO. AMERESCO may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for AMERESCO (“Instruments”) remain AMERESCO’s property. Upon execution of this Agreement, AMERESCO grants CLIENT a non-exclusive license to retain, use and make copies, of AMERESCO’s Instruments in connection with the CLIENT’s use and occupancy of the Project, provided that the CLIENT has paid to AMERESCO all amounts due and payable as of the date of AMERESCO’s cessation of performance.

**2.2** AMERESCO is not responsible for the maintenance, repair or replacement of non-maintainable, non-replaceable, or obsolete parts of equipment already existing at the Facilities. Unless expressly agreed in writing, AMERESCO is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. AMERESCO assumes no responsibility for any service performed on any equipment other than by AMERESCO or its agents.

**2.3** At its option, AMERESCO may subcontract some or all of the Work or Services, but no contractual relationship will exist between CLIENT and any subcontractor. AMERESCO is responsible for the management of its subcontractors in their performance of their work.

**Article 3 - CLIENT's Responsibilities**

**3.1** CLIENT, without cost to AMERESCO, shall (a) provide or arrange for, upon reasonable notice, access and make all reasonable provisions for AMERESCO to enter any site where Work is to be performed (the “Site”); (b) permit AMERESCO to control and operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work; (c) furnish AMERESCO with blueprints, surveys, legal descriptions, waste management plans and all other information pertinent to the Work and any Site where the Work is to be performed that are known to be existing and available to CLIENT; (d) cooperate with AMERESCO in obtaining permits and consents from government authorities and others as may be required by AMERESCO for performance of the Work so as not to affect the timelines set forth in this Agreement; (e) notify AMERESCO promptly of all known or suspected hazardous materials, asbestos or mold at the Site and any other conditions requiring special care; (f) provide AMERESCO with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all hazardous materials located at any Site where the Work is to be performed; (g) furnish AMERESCO with any contingency plans, safety programs and other policies, plans or programs related to any Site where the Work is to be performed; (h) operate, service and maintain all equipment according to the manufacturer’s recommendations including those set forth in the manufacturer’s operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction; and (i) promptly notify AMERESCO of all unusual or materially changed operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the equipment or energy usage or any Services.

**3.2** Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to AMERESCO and agrees not to disclose it or otherwise make it available to others without AMERESCO’s express written consent. This imposes no obligation upon CLIENT with respect to confidential information that: (a) the CLIENT can demonstrate was already in the CLIENT’s actual possession or knowledge and which CLIENT lawfully acquired other than from PLUG SMART/AMERESCO was; (b) is or becomes publicly available through no fault, action, omission or intervention of CLIENT; (c) is received by CLIENT from a third party without a duty of confidentiality (express or implied) owed to PLUG SMART/AMERESCO; (d) is independently developed by CLIENT without a breach of this Agreement; (e) is disclosed by CLIENT with the PLUG SMART/AMERESCO’s prior written approval; or (f) is required to be disclosed by operation of law, court order or other governmental demand.

**Article 4 - Changes and Delays**

**4.1** As the Work is performed, conditions may change or circumstances outside AMERESCO’s reasonable control (including changes of law) may develop which would require AMERESCO to expend additional costs, effort or time to complete the Work, in which case AMERESCO will submit a request for an equitable adjustment in the Contract Price, the Contract Time, or in both. AMERESCO agrees to gain the CLIENT’s written approval prior to incurring and imposing any additional costs under this Agreement.

**4.2** If conditions are encountered at the jobsite that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then written notice by AMERESCO shall be given to CLIENT promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. If requested, an equitable adjustment to Contract Price and Contract Time shall be made by a change order. If agreement cannot be reached by the Parties within 10 days, AMERESCO may assert a claim for an equitable adjustment in the Contract Price or Contract Time or both. Failure to properly submit written notice of such conditions within the time required represents an irrevocable waiver of AMERESCO’s right to assert a claim for an increase in the Contract Price or Contract Time.

**4.3** AMERESCO shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs AMERESCO incurs due to such delay.

**Article 5 – Compensation**

**5.1** CLIENT shall pay AMERESCO the Contract Price identified on the Agreement within 30 days of CLIENT’s receipt of AMERESCO’s invoice. Payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Off-Site storage of materials is permitted. Upon final completion of the Work, AMERESCO shall submit to CLIENT a final invoice of all remaining sums. Payment of the final payment shall be made within 30 days after CLIENT’s receipt of the final Application for Payment.

**5.2** Except to the extent expressly agreed in writing, AMERESCO’s fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse AMERESCO for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide AMERESCO with a valid exemption certificate or permit.

**Article 6 – Insurance**



**6.1** CLIENT and AMERESCO will maintain, at its own expense, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to AMERESCO.

**6.2** Risk of loss of materials and Equipment furnished by AMERESCO shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**6.3** ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL AMERESCO BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, AMERESCO'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY AMERESCO FROM CUSTOMER UNDER THIS AGREEMENT. AMERESCO reserves the right to control the defense and settlement of any claim for which AMERESCO has an obligation to indemnify hereunder. The parties acknowledge that the price which AMERESCO has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that AMERESCO has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

#### **Article 7 - Hazardous Material Provisions**

**7.1** The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. AMERESCO will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by AMERESCO in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by AMERESCO before its obligations hereunder will continue.

**7.2** Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.1 above, AMERESCO will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, AMERESCO will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall AMERESCO be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**7.3** Customer warrants that, prior to the execution of the Agreement, it has notified AMERESCO in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety

#### **Article 8 – Warranty**

**8.1** CLIENT shall have good and clear title to all equipment and material furnished to CLIENT pursuant to this Agreement (except licensed software, which shall be governed exclusively by the terms and conditions of the Software License Agreement), free and clear of liens and encumbrances.

**8.2** In addition to the warranty and guarantee set forth in the Installation Contract, AMERESCO shall assign to CLIENT any and all manufacturers and/or installer's warranties for equipment or material provided as part of the Work, to the extent that such third-party warranties are assignable. Prior to installing material and/or equipment which is subject to a manufacturer's warranty, AMERESCO shall provide a copy of the warranty to the CLIENT

**8.3** The warranties and guarantees set forth in the Installation Contract will be void as to, and shall not apply to, any Equipment (i) improperly repaired, altered or installed except when such improper repair, alteration or installation is performed by AMERESCO or its authorized representatives and Subcontractor; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per AMERESCO's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after CLIENT has, or should have, knowledge of any defect in the Equipment. AMERESCO assigns to CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or Subcontractor of such Equipment.

**8.4** Any claim under the warranty granted in the Installation Contract must be made per the terms of the Installation Contract. Such warranty only extends to CLIENT and not to any subsequent owner of the Equipment.

**8.5** It is understood and agreed that the warranties and guarantees as provided in the Installation Contract are the sole warranties and guarantees provided by AMERESCO and are given in lieu of any other express or implied warranties, including any and all warranties that are not provided by AMERESCO in this Agreement.

**8.6** AMERESCO will provide all necessary reporting and documentation to meet the BABA and Davis Bacon guidelines outlined by the [Ohio Department of Development for the Infrastructure Investment And Jobs Act Energy Efficiency Program For Ohio Communities](#) (including exemptions if applicable). In Addition, CLIENT will inform Ameresco if National Environmental Policy Act (NEPA), Historic Preservation, and Waste Stream Compliance are applicable.

#### **Article 9 - Miscellaneous Provisions**

**9.1** Notices between the parties shall be in writing and shall be sent by overnight carrier or acknowledged email to the other party.

**9.2** This Agreement shall be governed by the laws of the State of Ohio, and the parties agree to the exclusive jurisdiction of any state or federal court located in Fairfield County, Ohio.

**9.3** A party's waiver of any breach of this Agreement does not waive any subsequent breach. All waivers must be in writing signed by the party to be bound.

**9.4** This Agreement constitutes the complete agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, awards, or proposals, either written or oral, relative to the same. Only a written instrument signed by both parties may modify this Agreement.

**Article 10 – Termination.** If CLIENT fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, AMERESCO may give written notice to CLIENT of AMERESCO's intention to suspend or terminate this Agreement. If, within 15 days following receipt of such notice, CLIENT fails to make payments then due, or otherwise fails to cure or perform its obligations, AMERESCO may, by written notice to CLIENT, immediately terminate this Agreement and recover from CLIENT payment for Work executed.

## Exhibit A - Davis Bacon Contract Provisions

In accordance with 29 CFR Part 5, the following Definitions and Contract Provisions are applicable to the Agreement and are hereby incorporated into the Contract Documents. In the event of a conflict between these Definitions and Contract Provisions and any other provision of the Agreement, the stricter requirement applies.

### Definitions

The definitions set forth in 29 C.F.R. § 5.2 apply to the Contract Provisions contained herein. Such definitions are to be read in addition to, and not in exclusion of, any definitions set forth in the Agreement, General Conditions, or other Contract Documents.

### Contract Provisions

(a) The following clauses are hereby incorporated into the Agreement, and the Construction Manager shall insert such clauses in full into its Subcontracts:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Federal Agency or Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and

mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 C.F.R. Part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 C.F.R. Part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. If the Contract Sum is in an amount in excess of \$100,000, and the Work is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, the follow provisions shall apply. Additionally, the Construction Manager shall include these provisions in full in all Subcontracts in excess of \$100,000 which are subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. The provisions in these clauses are in addition to the clauses provided above in subsection (a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The Federal Agency or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Construction Manager and its Subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Construction Manager and its Subcontractors for inspection, copying,





or transcription by authorized representatives of the Federal Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- (d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (e) Debarment and Suspension (Executive Orders 12549 and 12689)—Contractor warrants that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractor and any subcontractors certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Fairfield County Rates (To Be Confirmed by Client):

Prevailing Wage Rates-Fairfield : Fairfield County

Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Insulators	Local 207 - Ohio	Asbestos Abatement	\$25.50	\$14.42	\$39.92	8/23/2
Insulators	Asbestos Local 50 Zone 1	Asbestos Insulation Mechanic	\$36.21	\$21.15	\$57.36	7/5/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Boilermakers	Local 105	Boilermaker	\$35.26	\$24.79	\$60.05	9/25/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Bricklayer	Bricklayer Local 23 (Zanesville)	Bricklayer	\$31.55	\$17.97	\$49.52	6/1/2
Bricklayer	Bricklayer Local 23 (Columbus Tile Setter)	Bricklayer Tile Setter	\$29.92	\$16.77	\$46.69	6/1/2
Bricklayer	Bricklayer Local 23 (Columbus Tile Finisher)	Bricklayer Tile Marble Finisher	\$28.31	\$10.45	\$38.76	6/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Cement Mason	Cement Mason Local 132 (Columbus)	Cement Mason	\$31.87	\$15.51	\$47.38	1/10/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Electrical	Electrical Local 683 Inside	Electrician	\$37.75	\$24.26	\$62.01	1/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Elevator	Elevator Local 37	Elevator Mechanic	\$54.93	\$42.27	\$97.20	1/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Glazier	Glazier Local 372	Glazier	\$26.78	\$16.29	\$43.07	11/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Ironworker	Ironworker Local 172	Ironworker	\$34.07	\$22.67	\$56.74	6/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Laborer	Labor Local 423	Laborer Group 1	\$30.28	\$12.75	\$43.03	9/20/2
Laborer	Labor HevHwy 3	Laborer Group 1	\$34.62	\$13.80	\$48.42	5/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Painter	Painter Local 1275	Painter Brush Roll	\$27.95	\$15.26	\$43.21	11/22/2
Painter	Painter Local 1275	Wall Washer	\$27.95	\$15.26	\$43.21	11/22/2
Painter	Painter Local 1275	Spray	\$28.45	\$15.26	\$43.71	11/22/2
Painter	Painter Local 1275	Painter Drywall Finisher	\$29.35	\$15.26	\$44.61	11/22/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Plasterer	Plasterer Local 132 (Columbus)	Plasterer	\$28.54	\$14.35	\$42.89	6/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Sheet Metal	Sheet Metal Local 24 Columbus	Sheet Metal Worker	\$33.53	\$26.71	\$60.24	8/12/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Roofer	Roofer Local 86	Roofer	\$33.17	\$16.50	\$49.67	9/13/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Plumber/Pipefitter	Plumber Pipefitter Local 189	Plumber Pipefitter	\$46.25	\$27.09	\$73.34	6/1/2
Craft	Local	Classification	Wage	Fringe*	Total Package	Last Upd
Sprinkler Fitter	Sprinkler Fitter Local 669	Sprinkler Fitter	\$43.75	\$23.73	\$67.48	4/6/2

\*Fringe includes the following benefits: Health & Welfare, Pension, Apprenticeship Training, Vacation, Annuity, and other.

Exhibit B  
Room-by-Room Lighting Detail

Exhibit C  
Thermostat Cut Sheet

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing an Agreement for the installation of LED Lighting Upgrades at the Job and Family Services Building and DDC Controls at Workforce Center with Ameresco.

(Fairfield County Facilities)

Approved as to form on 4/23/2024 4:57:41 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.30.j

A Resolution Authorizing an Agreement for the Installation of LED Lighting Upgrades at the Job and Family Services Building and DDC Controls at Workforce Center with Ameresco

(Fairfield County Facilities)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution Authorizing the Approval of a Lease Agreement with Ohio University for classroom space at The Fairfield Center**

**WHEREAS,** The Board of County Commissioners have developed The Fairfield Center Complex in Pickerington after purchasing from Ohio University; and

**WHEREAS,** Ohio University would like to lease back classroom space to offer in person classes in the Pickerington area; and

**WHEREAS,** this agreement details the terms and conditions for the leasing of classroom space located in The Fairfield Center; and

**WHEREAS,** the Fairfield County Facilities Director recommend that the lease for the property located at 12935 Stonecreek Drive, Pickerington, Ohio, be approved as such; and

**WHEREAS,** the proposed lease agreement has been approved by the County Prosecutor as to form,

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

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**Section 1.** The Board of County Commissioners approves the attached Lease Agreement with Ohio University, as the lessee of the office space at 12935 Stonecreek Drive, Pickerington, Ohio, and authorizes the president of the Commission to sign the agreement.



# 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.\***

## LEASE AGREEMENT

By this agreement made and entered into on \_\_\_\_\_, between the Fairfield County Commissioners, as lessor, and Ohio University, as lessee, lessor agrees to lease to lessee the following 1,650 sf premises situated at 12935 Stonecreek Drive, Pickerington, County of Fairfield, State of Ohio (hereafter the "Leased Premises"), as depicted in the attached Exhibit A, together with all the appurtenances, for a term of 1 year, to commence on July 1 2024, and to end on June 30, 2025 at 11:59 p.m., and lessee covenants and agrees to pay lessor a rental of \$23,100 as follows: \$1,925 per month with the first payment due on or before July 1, 2024, and subsequent payments on the 1<sup>st</sup> day of each succeeding month.

It is further understood and agreed between the parties as follows:

### **Section I. Peaceful Enjoyment**

Lessor covenants that, on paying the rent and performing the covenants contained in this agreement, lessee shall and may peaceably and quietly have, hold, and exclusively enjoy the Leased Premises for the agreed term.

### **Section II. Use and Occupancy**

Lessee shall use the Leased Premises exclusively for business purposes, and shall not, without lessor's consent, assign this lease, or let or underlet the whole or any part of the leased premises, or make any alterations. Lessee shall have access to the leased premises and common spaces 24 hours a day, 365 days per year. Lessee shall have non-exclusive access to the parking lot.

### **Section III. Liability for Abandoning Premises**

If the leased premises, or any part of the premises, are vacant during the term of this lease, lessor may declare this lease forfeited, so long as lessor first provides lessee with a written notice of the breach, and lessee fails to cure the breach within thirty (30) days of receipt of the notice. Lessor then shall make reasonable efforts to relet the premises. Lessee shall be liable to lessor for all damages suffered by lessor by reason of the forfeiture. Damages shall include, but shall not be limited to, the following: (1) all actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises are relet, lessee agrees to pay to lessor, on the same days as rental payments are due under this lease, the actual damages suffered by lessor since the last payment, either of rent or damages, was made. After the premises are relet, lessee agrees to pay to lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

#### **Section IV. Utilities**

Lessor shall be liable for payment of all real property taxes, utility costs, with the exception of any data and telephone services as desired and all common area maintenance assessed against the leased premises, including, but not limited to, janitorial services, landscaping, parking lot maintenance, . Lessee shall pay the costs for data and telephone services as desired.

#### **Section V. Hazardous Materials**

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extrahazardous" by any responsible insurance company.

#### **Section VI. Repairs by Lessor**

Upon written notice from lessee, lessor will repair any condition caused by normal wear and tear and which materially affects the physical health or safety of an ordinary person. Lessee shall give immediate notice to lessor of any damage beyond normal wear and tear.

#### **Section VII. Repairs and Improvements by Lessee**

In the event of damage beyond normal wear and tear, due to or resulting from the fault or negligence of lessee or lessee's agents, employees, invitees, or visitors, the damage shall be repaired by and at the expense of lessee under the direction and supervision of lessor. Lessee has the right to make improvements within the leased premises.

#### **Section VIII. Lessor's Right of Entry for Inspection and Repairs**

Lessor agrees to put the leased premises in good order and condition before giving possession to lessee, and lessor or lessor's agents shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours with reasonable notice to lessee during the term of the lease for the purpose of inspection or of making repairs or alterations as are necessary for the preservation of the premises in safe condition.

#### **Section VIV. Effect of Loss or Destruction of Premises**

If the leased premises become totally untenable after a casualty loss by fire, smoke, hail, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the lessee, either lessor or lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In the event of termination, the lessee shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law.

### **Section XV. Surrender of Possession at Termination of Lease**

At the expiration of the lease term, lessee shall leave and surrender the premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and damages by the elements excepted.

### **Section XVI. Default in Rent Payment**

Upon any default in the payment of rent, or any part of the rent, at the times specified, or upon any default in the performance of any other covenants or agreements contained in this agreement, the lease, and the relation of landlord and tenant, at the option of lessor, shall cease and terminate.

### **Section XVII. Binding Effect on Successors and Assigns**

The covenants and conditions contained in this agreement shall apply to and bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants shall be construed as conditions.

### **Section XIX. Waiver**

A waiver by any party of any breach or default by the other party under this agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

### **Section XX. Notices**

Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

If to Ohio:

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

With a copy to:

Ohio University Office of Legal Affairs

1 Ohio University

Athens, OH 45701

If to Fairfield County Commissioners:

210 East Main Street Room 300

Lancaster, Oh 43130

**Section XXI. Severability**

The provisions of this agreement are severable and independent. If any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**Section XXII. Entire Agreement**

This agreement contains the entire agreement between the parties, and supersedes all prior agreements, oral or written, regarding the subject matter herein. This agreement may not be modified, amended or supplemented unless by a written document signed by both parties.

**Section XXIII. Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

This lease is executed at Fairfield County, Ohio.

**LESSEE:** OHIO UNIVERSITY

**LESSOR:**

Dominick Brook

Name: On behalf of Ohio University, Dominick Brook

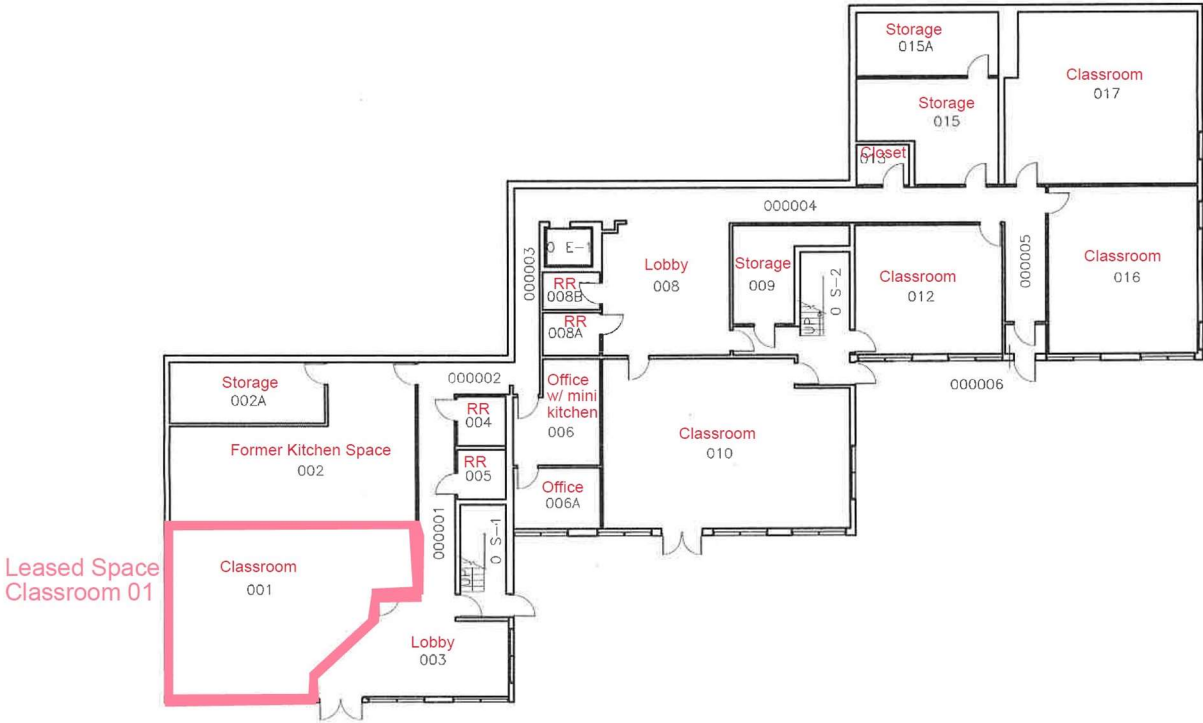
Title: Ohio University, Director of Real Estate

Date: 4/24/2024

Fairfield County Commissioners

Date: \_\_\_\_\_

Exhibit A





Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with Ohio University  
for classroom space at The Fairfield Center

(Fairfield County Facilities)

Approved as to form on 4/26/2024 5:06:24 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.30.k

A Resolution Authorizing the Approval of a Lease Agreement with Ohio University for classroom space at The Fairfield Center

(Fairfield County Facilities)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively**

**WHEREAS**, on November 7, 2017, the voters of Fairfield County approved a property tax levy renewal with an increase of 1.0 mill, resulting in a total levy of 2.0 mills, for the period of 10 years, commencing in 2017, first due in calendar year 2018;

**WHEREAS**, the tax levy with an increase outside of the ten-mill limitation was for the purpose of providing protective services for children who are victims of physical and sexual abuse, neglect, or exploitation and elderly individuals sixty (60) years of age or older who are victims of abuse, neglect, and exploitation, as authorized by Section 5705.191 of the Ohio Revised Code;

**WHEREAS**, fund (#2758), Protective Services Levy Fund, is used to record activity for the levy;

**WHEREAS**, on March 26, 2010, the Fairfield County Prosecuting Attorney issued an opinion on the "Movement of Funds from the Adult Protective Services / Child Protective Services Levy Fund (Account) (the APS / CPS Levy Fund)" and this process has been long-standing as an acceptable, audited procedure;

**WHEREAS**, the above-referenced County Prosecutor opinion states (in part), "it is my recommendation that the County Commissioners pass a resolution...during the term of the APS / CPS Levy designating that a sum certain of funds (presumably to be determined by the Commissioners in consultation with JFS) be transferred from the APS / CPS Levy Fund to the CPS Fund (Fund 2072)";

**WHEREAS**, the above-referenced opinion states further, "Assuming that these resolutions are properly enacted by the Commissioners and that the funds are transferred pursuant to those resolutions to the CPS Fund (Fund 2072), it is my opinion, and this letter is intended to clarify, that the APS /CPS Levy Fund established by resolution of the Fairfield County Board of Commissioners is covered under the "movements of cash by operation of law" noted in County Advisory Bulletin 2009-001: Inter-fund Cash Transactions";

**A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively**

**WHEREAS**, the first half settlement of tax levy revenue has been completed, and

**WHEREAS**, the budget for the CPS portion of the Levy proceeds has been previously established to be \$2,386,198.58 for the first half transfer, for January 2024– June 2024,

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**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 Auditor reflect the following memo receipt, which is an amount to be used "in accordance with the levy language intent":

12207207-434017 REICPS (Reimbursement Child Protective Services)  
\$2,386,198.58

**Section 2.** That the Fairfield County Board of Commissioners approve the following expenditure, and request the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, covered under "movements of cash by operation of law" to the Child Protective Services Fund.

Memo Expenditure:

Vendor #: 06396 – Job & Family Services  
Account #: 12275851-900001 – Special Reporting – Reim CPS  
Amount: \$2,386,198.58

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	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
State	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000
Reimb CPS (Levy)	\$10,075,286	\$11,494,474	\$13,045,013	\$14,739,853	\$16,593,304	\$18,621,182	\$20,840,980	\$23,272,048	\$25,915,804	\$28,855,962
GPF	\$1,969,095	\$2,009,089	\$2,049,273	\$2,089,266	\$2,129,062	\$2,174,703	\$2,221,937	\$2,280,661	\$2,342,812	\$2,409,568
Other	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394
Total Revenue	\$17,893,111	\$19,351,693	\$20,944,414	\$22,678,240	\$24,523,495	\$26,644,015	\$28,907,307	\$31,380,739	\$34,091,746	\$37,058,061
<b>CPS Expense</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>
Networks	\$2,177,048	\$2,307,071	\$2,446,131	\$2,592,899	\$2,748,473	\$2,913,381	\$3,088,184	\$3,273,475	\$3,469,884	\$3,678,077
Companion Care	\$5,098,205	\$5,709,960	\$6,395,158	\$7,162,611	\$8,022,124	\$8,984,770	\$10,060,953	\$11,270,107	\$12,622,968	\$14,137,724
Staff Cost	\$8,583,213	\$9,194,738	\$9,838,369	\$10,527,055	\$11,263,949	\$12,052,425	\$12,896,095	\$13,798,822	\$14,764,739	\$15,798,271
Operational Cost	\$432,563	\$462,842	\$495,241	\$529,908	\$567,001	\$606,692	\$649,160	\$694,601	\$743,223	\$795,249
Other	\$1,372,566	\$1,436,512	\$1,505,981	\$1,580,434	\$1,660,435	\$1,746,447	\$1,838,976	\$1,938,566	\$2,045,811	\$2,161,393
Total Expense	\$17,673,085	\$19,113,892	\$20,680,911	\$22,392,907	\$24,261,983	\$26,303,725	\$28,535,367	\$30,975,971	\$33,646,635	\$36,570,714
CPS Cash Balance 2028-2033	\$2,945,114	\$3,185,315	\$3,446,818	\$3,732,131	\$4,043,664	\$4,383,954	\$4,755,894	\$5,162,662	\$5,607,273	\$6,096,119
<b>Levy Revenue</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>
Real Property	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641
Homesite	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466
Other	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893
Total Revenue	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000
Var Check	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Levy Fund (2758) Analysis 2028-2037</b>										
Levy Expense	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
APS Transfer	\$234,146	\$228,163	\$342,879	\$238,226	\$274,543	\$293,167	\$309,439	\$328,201	\$347,897	\$368,574
CPS Transfer	\$10,075,286	\$11,494,474	\$13,045,013	\$14,739,853	\$16,593,304	\$18,621,182	\$20,840,980	\$23,272,048	\$25,915,804	\$28,855,962
Other	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230
Total Expense	\$10,434,661	\$11,847,867	\$13,513,111	\$15,123,309	\$16,993,067	\$18,039,965	\$19,276,650	\$20,735,469	\$22,406,931	\$24,149,766
Var Check	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Levy Cash Balance	\$21,745,047	\$17,897,190	\$12,484,078	\$5,360,679	-\$3,632,388	-\$14,670,357	-\$27,945,996	-\$43,671,464	-\$62,080,385	-\$84,430,142
<b>CPS &amp; Levy Cash Balance</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>
2028-2037	\$24,090,561	\$23,082,505	\$15,930,897	\$9,092,830	\$4,112,761	-\$10,286,403	-\$23,130,101	-\$38,928,802	-\$56,472,612	-\$77,135,023
Total Revenue	\$8,015,611	\$12,363,599	\$12,823,263	\$14,285,308	\$14,980,420	\$14,981,161	\$15,795,654	\$15,667,824	\$15,704,218	\$15,779,204
Total Expense	\$7,704,309	\$9,494,970	\$10,348,494	\$11,039,050	\$10,605,862	\$11,340,064	\$12,514,091	\$13,129,633	\$14,328,821	\$15,454,239
CPS Cash	\$1,442,767	\$1,137,766	\$1,960,709	\$4,702,195	\$8,131,445	\$7,155,274	\$2,731,994	\$2,167,402	\$2,337,941	\$2,523,491
Levy Cash	\$1,274,419	\$5,388,049	\$7,039,875	\$7,544,647	\$8,449,954	\$13,143,398	\$20,852,640	\$25,955,023	\$26,159,882	\$25,261,632
Total Cash	\$3,657,186	\$6,525,815	\$9,000,584	\$12,246,841	\$16,631,399	\$20,298,672	\$23,584,234	\$28,122,426	\$27,497,823	\$26,885,186



Signature Page

Resolution No. 2024-04.30.I

A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, Respectively

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.**

**WHEREAS,** Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and the Fairfield County Court of Common Pleas, Domestic Relations Division; and

**WHEREAS,** the contract provides for legal services from the Magistrate on IV-D eligible cases; and

**WHEREAS,** the CSEA shall reimburse the Fairfield County Court of Common Pleas, Domestic Relations Division at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$85,597.82; and

**WHEREAS,** the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$44,095.84; and

**WHEREAS,** this agreement shall be effective April 1, 2024 through December 31, 2024; and

**WHEREAS,** a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the Prosecuting Attorney has approved the contract as to form.

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**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 attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

Prepared by: Brandi Downhour, JFS Budget Manager

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001162 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

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DOMESTIC RELATION COURT  
224 E MAIN ST RM 402  
LANCASTER, OH 43130

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1217	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	1307	01/01/2024	JOB & FAMILY SERVICES
NOTES			

PO Requisitioner Name : Anette Mash  
E mail Address : [annette.mash@jfs.ohio.gov](mailto:annette.mash@jfs.ohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	IV-D CONTRACT GL Account: 12201507 - 530000	1.0	EACH	\$73,275.00	\$73,275.00
GL SUMMARY					
	12201507 - 530000			\$73,275.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$73,275.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

*Carri L. Brown*

Auditor Fairfield County, OH

04/30/2024

**Purchase Order Total \$73,275.00**

208

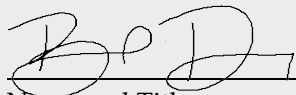
**For Department Use ONLY**

# 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):
- Under \$75,000
  - State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  - ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  - Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  - Emergency (Follow procedure under ORC 307.86(A))
  - Sole Source (attach documentation as to why contract is sole source)
  - 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
- 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
  - No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  - Obtained 3 quotes for purchases under \$75,000 (as applicable)
  - Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



County Manager

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.\***

## Sole Source Documentation

As a county, the Fairfield County Court of Common Pleas, Domestic Relations is the sole source for a county Magistrate to preside over IV-D hearings in the county.

Fairfield County CSEA  
239 W. Main St.

Lancaster, OH 43130

Ohio Department of Job and Family Services  
Office of Child Support  
Fiscal Administration, Contract Unit  
P.O. Box 183203  
Columbus, Ohio 43218-3203

Date: March 19, 2024

Ohio Department of Job and Family Services  
**IV-D CONTRACT COVER LETTER**

The IV-D Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other:

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other:

The unit rate is \$62.35per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: April 1, 2024 to December 31, 2024. The IV-D Contract Amendment, if applicable, effective dates are: NA to NA.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

- |  |
|--|
| <input checked="" type="checkbox"/> IV-D Contract with Governmental Entity   |
| <input checked="" type="checkbox"/> JFS 01772 " IV-D Contract Cover Letter"  |
| <input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards   |
| <input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"   |
| <input type="checkbox"/> Commissioners' resolution or minutes  |
| <input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"  |
| <input type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable  |
| <input type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60 |

- |  |
|--|
| <input type="checkbox"/> IV-D Contract Amendment with Governmental Entity  |
| <input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"  |
| <input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable |
| <input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"  |
| <input type="checkbox"/> Commissioners' resolution or minutes  |

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other:

\_\_\_\_\_  
Signature

Printed Name: Brandi Downhour  
Telephone Number: 740-652-7816



**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Fairfield County Court of Common Pleas, Domestic Relations Division (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from April 1, 2024 through December 31, 2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: hour.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative <i>LBS</i>
--	---

**4. IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$62.35 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$129,693.66

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$44,095.84	Local Sources
FFP Reimbursement	\$85,597.82	
<b>Total IV-D Contract Cost</b>	<b>\$129,693.66</b>	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 A.M. and 4:00 P.M. on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.


15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

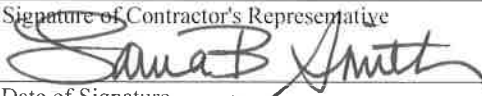
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Patrick Welsh, Chief Deputy Director of Child Support Enforcement
Date of Signature 4-15-2024	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative LAURA B. SMITH
Date of Signature 04/11/2024	Printed Street Address of Contractor 224 E. MAIN ST., 4TH FLOOR
Printed Title of Contractor's Representative JUDGE	Printed City, State, and Zip Code of Contractor LANCASTER OHIO 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



**A Contract regarding IV-D Magistrate between Job and Family Services and**

Approved on 4/22/2024 9:54:29 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh  
Deputy Director of Child Support

---

Approved on 4/22/2024 11:03:35 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

(Fairfield County Job and Family Services)

Approved as to form on 4/26/2024 9:10:53 AM by Austin Lines,

Signature Page

Resolution No. 2024-04.30.m

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and Fairfield County Court of Common Pleas, Domestic Relations Division

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.**

**WHEREAS,** Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and the Fairfield County Sheriff's Office; and

**WHEREAS,** the contract provides for Security from the Sheriff's Office on IV-D eligible cases; and

**WHEREAS,** the CSEA shall reimburse the Fairfield County Sheriff's Office at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$73,383.62; and

**WHEREAS,** the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$37,803.69; and

**WHEREAS,** this agreement shall be effective April 1, 2024 through December 31, 2024; and

**WHEREAS,** a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the Prosecuting Attorney has approved the contract as to form.

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**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 attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

Prepared by: Brandi Downhour, JFS Budget Manager

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001411 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

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FAIRFIELD CO SHERIFF  
345 LINCOLN AVE  
LANCASTER, OH 43130

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1218	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	72510	01/01/2024	JOB & FAMILY SERVICES
NOTES			

PO Requisitioner Name : Anette Mash  
E mail Address : [annette.mash@jfs.ohio.gov](mailto:annette.mash@jfs.ohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	IV-D CONTRACT GL Account: 12201507 - 530000	1.0	EACH	\$78,120.00	\$78,120.00
GL SUMMARY					
	12201507 - 530000			\$78,120.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$78,120.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

*Carri L. Brown*

Auditor Fairfield County, OH

04/30/2024

**Purchase Order Total \$78,120.00**

221

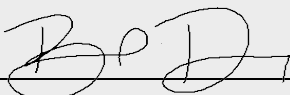
**For Department Use ONLY**

# 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 the Ohio Revised Code, by selecting one of the boxes below.

- A.  Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$50,000.00—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 \$50,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See 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 \$50,000
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name and Title   Budget Manager

**\* 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.\***

Sole Source Documentation

As a county entity, the Fairfield County Sheriff's Office is the sole source for a sheriff deputy to provide IV-D Security Services.

Fairfield County CSEA  
239 W. Main St.

Lancaster, OH 43130

Ohio Department of Job and Family Services  
Office of Child Support  
Fiscal Administration, Contract Unit  
P.O. Box 183203  
Columbus, Ohio 43218-3203

Date: March 19, 2024

Ohio Department of Job and Family Services  
**IV-D CONTRACT COVER LETTER**

The IV-D Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other:

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other:

The unit rate is \$50.10 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: January 1, 2023 to December 31, 2023. The IV-D Contract Amendment, if applicable, effective dates are: NA to NA.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

- |   |
|---|
| <input checked="" type="checkbox"/> IV-D Contract with Governmental Entity  |
| <input checked="" type="checkbox"/> JFS 01772 " IV-D Contract Cover Letter"   |
| <input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards  |
| <input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"  |
| <input type="checkbox"/> Commissioners' resolution or minutes   |
| <input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"   |
| <input type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable   |
| <input checked="" type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60 |

- |  |
|--|
| <input type="checkbox"/> IV-D Contract Amendment with Governmental Entity  |
| <input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"  |
| <input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable |
| <input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"  |
| <input type="checkbox"/> Commissioners' resolution or minutes  |

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other:

---

Signature

Printed Name: Brandi Downhour  
Telephone Number: 740-652-7816

Performance Standards

Sheriff Department - Security

Fairfield County

Section 6; page 3

### **Attachment 1**

Fairfield County Sheriff Department shall provide the Fairfield County Child Support Enforcement Agency (CSEA) with one (1) dedicated, fully trained and certified Deputy to perform all security for the IV-D child support hearings held at the Governmental Services Building, located at 239 West Main Street, Lancaster, Ohio 43130. In the event the dedicated Deputy is unavailable, it will be the responsibility of the Sheriff's Department to provide a substitute Deputy that is fully trained and certified to act in the capacity of the dedicated, assigned Deputy.

The Deputy assigned will dedicate 100% of his time for the Fairfield County CSEA on IV-D cases and related matters. The primary duty shall be providing security to staff and clients while on the premises regarding child support hearings.

The CSEA shall keep the Sheriff's Office informed of all changes and updates in the Federal, State and Local IV-D programs, as this may affect the contract. The deputy shall submit monthly an accurate and complete invoice to FCJFS for services provided during the previous month. Invoices shall be submitted within 10 days from the close of the previous month. FCJFS will review all invoices for accuracy before making payment within thirty (30) days after receipt of an accurate and complete invoice.



**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Fairfield County Sheriff's Department (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 04/01/2024 through 12/31/2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Hour.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$53.46 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$111,187.31

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$37,803.69	Local Sources
FFP Reimbursement	\$73,383.62	
<b>Total IV-D Contract Cost</b>	<b>\$111,187.31</b>	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00am and 4:00pm on the following days Monday-Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.


15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

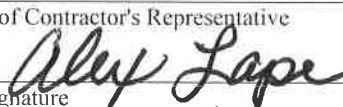
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Patrick Welsh
Date of Signature 4-9-24	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Alex Lape
Date of Signature 4-5-2024	Printed Street Address of Contractor 345 LINCOLN Ave
Printed Title of Contractor's Representative Sheriff	Printed City, State, and Zip Code of Contractor Lancaster, Ohio 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



**A Contract regarding IV-D Sheriff - Security between Job and Family Services and**

Approved on 4/22/2024 9:54:46 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh  
Deputy Director of Child Support

---

Approved on 4/25/2024 10:56:31 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

(Fairfield County Job and Family Services)

Approved as to form on 4/26/2024 9:18:45 AM by Austin Lines,

Signature Page

Resolution No. 2024-04.30.n

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and the Fairfield County Sheriff's Office

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



**A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.**

**WHEREAS,** Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and the Fairfield County Sheriff's Office; and

**WHEREAS,** the contract provides for Service of Process from the Sheriff's Office on IV-D eligible cases; and

**WHEREAS,** the CSEA shall reimburse the Fairfield County Sheriff's Office at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$50,960.48; and

**WHEREAS,** the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$26,252.37; and

**WHEREAS,** this agreement shall be effective April 1, 2024 through December 31, 2024; and

**WHEREAS,** a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the Prosecuting Attorney has approved the contract as to form.

---

**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 attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

Prepared by: Brandi Downhour, JFS Budget Manager

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001411 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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FAIRFIELD CO SHERIFF  
345 LINCOLN AVE  
LANCASTER, OH 43130

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1218	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	72510	01/01/2024	JOB & FAMILY SERVICES
NOTES			

PO Requisitioner Name : Anette Mash  
E mail Address : [annette.mash@jfs.ohio.gov](mailto:annette.mash@jfs.ohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	IV-D CONTRACT GL Account: 12201507 - 530000	1.0	EACH	\$78,120.00	\$78,120.00
GL SUMMARY					
	12201507 - 530000			\$78,120.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$78,120.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

*Carri L. Brown*  
Auditor Fairfield County, OH

**Purchase Order Total \$78,120.00**

04/30/2024

235

For Department Use ONLY

Fairfield County CSEA  
239 W. Main St.

Lancaster, OH 43130

Ohio Department of Job and Family Services  
Office of Child Support  
Fiscal Administration, Contract Unit  
P.O. Box 183203  
Columbus, Ohio 43218-3203

Date: March 19, 2024

Ohio Department of Job and Family Services  
**IV-D CONTRACT COVER LETTER**

The IV-D Contract is between the Fairfield County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other:

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other:

The unit rate is \$46.95 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: April 1, 2024 to December 31, 2024. The IV-D Contract Amendment, if applicable, effective dates are: NA to NA.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

- |   |
|---|
| <input checked="" type="checkbox"/> IV-D Contract with Governmental Entity  |
| <input checked="" type="checkbox"/> JFS 01772 " IV-D Contract Cover Letter"   |
| <input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards  |
| <input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"  |
| <input type="checkbox"/> Commissioners' resolution or minutes   |
| <input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"   |
| <input type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable   |
| <input checked="" type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60 |

- |  |
|--|
| <input type="checkbox"/> IV-D Contract Amendment with Governmental Entity  |
| <input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"  |
| <input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable |
| <input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"  |
| <input type="checkbox"/> Commissioners' resolution or minutes  |

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other:

\_\_\_\_\_  
Signature

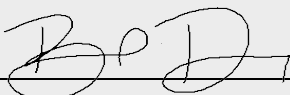
Printed Name: Brandi Downhour  
Telephone Number: 740-652-7816

# 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 the Ohio Revised Code, by selecting one of the boxes below.

- A.  Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$50,000.00—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 \$50,000
  - 2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  - 3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  - 4.  Professional Services (See 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 \$50,000
  - 4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name and Title   Budget Manager

**\* 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.\***

Sole Source Documentation

As a county entity, the Fairfield County Sheriff's Office is the sole source for a sheriff deputy to provide IV-D service of process services.

Performance Standards

Sheriff Department – Service of Process

Fairfield County

Section 6; page 3

**Attachment 1**

The officer assigned will work 80% of his time for the Fairfield County CSEA on IV-D cases and related matters. The primary service involves location, execution of arrest warrants on criminal non support-cases and all service of process for legal division.

The officer assigned will provide investigation, location, security at hearings when needed and service on IV-D cases.

The Fairfield County CSEA will reimburse the Fairfield County Sheriff's Office for services provided through this contract. On a monthly basis, using Form #7035, the Sheriff Deputy will:

- a. Provide the number of attempts to execute arrest warrants,
- b. Provide the number of individuals taken into custody under warrants,
- c. Provide the number of attempts to serve process,
- d. Provide the number of subpoenas actually served,
- e. Log the number of hours spend on IV-D investigations,
- f. Provide a total roster of all IV-D cases receiving attention during the month including service date, type of activity and time spend working on each case. Submit an invoice within 30 days of the end of the billing month.

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Fairfield County Sheriff's Department (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 04/01/2024 through 12/31/2024, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Hour.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

**4. IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$46.40 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$77,212.85

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$26,252.37	Local Sources
FFP Reimbursement	\$50,960.48	
<b>Total IV-D Contract Cost</b>	<b>\$77,212.85</b>	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.



6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads: "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00am and 4:00pm on the following days Monday-Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

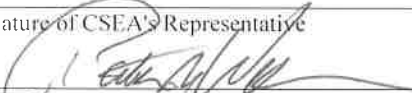
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.


When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Patrick Welsh
Date of Signature 4-10-24	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Alex Lape
Date of Signature 4-9-2024	Printed Street Address of Contractor 345 Lincoln Ave
Printed Title of Contractor's Representative Sheriff	Printed City, State, and Zip Code of Contractor LANCASTER OHIO 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



**A Contract regarding IV-D Sheriff - Service of Process between Job and Family Services and**

Approved on 4/22/2024 9:54:05 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh  
Deputy Director of Child Support

---

Approved on 4/22/2024 11:03:05 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Sheriff's Office.

(Fairfield County Job and Family Services)

Approved as to form on 4/26/2024 9:25:37 AM by Austin Lines,

Signature Page

Resolution No. 2024-04.30.o

A Resolution to Approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency, and Fairfield County Sheriff's Office

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2072, Public Children Services**

**WHEREAS**, appropriations are needed to cover expenses for 2024; 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 \$20,485.80 is hereby authorized as follows:

From: 12207207, Contractual Services \$20,485.80

To: 12207207, Materials and Supplies \$20,485.80

Prepared by: Morgan Fox, Fiscal Officer

**Account-to-Account Transfer  
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$20,485.80

From: 12207207, 530006, Board & Care Network; \$20,485.80

To: 12207207, 560000, Materials and Supplies; \$20,485.80



Signature Page

Resolution No. 2024-04.30.p

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2072, Public Children Services

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution to approve an amendment to the Commercial Building Permit Application Requirements and Fee Schedule for the Fairfield County Building Department**

**WHEREAS**, the Board of County Commissioners established the Fairfield County Building Department per Resolution No. 05-08.30.e; and

**WHEREAS**, the Fairfield County Building Department provides reasonable services to the citizens of Fairfield County with the cost covered by the applicant fees; and

**WHEREAS**, the amended Application Requirements and Fee Schedule will update permit fees to bring them in line with current costs for providing building department services, and will allow for digital plan submittal to provide enhanced services.

---

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

---

**Section 1.** That the Board of Commissioners approves the amended Commercial Building Permit Application Requirements and Fee Schedule for the Fairfield County Building Department.

Section 2. That the Building Permit Application Requirements and Fee Schedule are attached to this resolution as supplemental documentation.

Prepared by: Sharlene Bails  
cc: Building Department



FAIRFIELD COUNTY BUILDING DEPARTMENT  
138 West Chestnut Street, Lancaster, Ohio 43130  
(740) 652-7110 [www.co.fairfield.oh.us](http://www.co.fairfield.oh.us)

## **Commercial Building Permit Application Requirements and Fee Schedule**

### **Authority**

The Building Department provides Fairfield County with inspection and enforcement to ensure safe structures. The standards applied are those of the Ohio Building Code (OBC). Authority to enforce the OBC was granted to Fairfield County effective January 1, 2006, by the State of Ohio, Department of Industrial Relations, Board of Building Standards, and by Board of Commissioners Resolution No. 05-08.30.e.

The OBC regulates all construction types and uses except for residential one, two and three family structures. Fairfield County Building Department enforces the OBC through its contract with its consultant who serves as Chief Building Official and provides plan review. The consultant serves as Administrator of the OBC Department for State of Ohio compliance purposes and makes all required inspections.

### **Application Requirements**

Please submit application and plans digitally by email to:  
**[FCBuilding@fairfieldcountyohio.gov](mailto:FCBuilding@fairfieldcountyohio.gov)**

When submitting large files that cannot be emailed, please contact our office for special instructions.

1. Commercial building permit application
2. Digital plans, specifications, and site plans
3. Plan review non-refundable deposit of \$130.00

### **Permits Not Required**

Any remodeling product which does not include structural changes and includes like-for-like replacement in the same location do not require a permit, such as:

- Kitchen/Bath fixture replacement or remodeling
- Interior refinishing
- Door/Window replacement
- Roof/Gutter/Downspout repairs
- Driveway/Sidewalk repair, replacement, resurfacing
- Tuck-pointing and/or repair of exterior masonry
- Basement waterproofing

# FAIRFIELD COUNTY BUILDING DEPARTMENT

## Commercial Permits

- Permits for new buildings, additions and renovations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.
- Fees for new buildings, additions or renovations to existing buildings shall be based on floor or surface area to be computed by the Chief Building Official.
- All permits, approved plans, and inspection cards must be on site throughout the entire construction. It is the responsibility of the applicant to print out the stamped approved plans for onsite inspections.
- Certificates of Occupancy or Certificates of Completion will be issued after all final inspections are approved.
- All contractors must have a current registration with the Fairfield County Building Department.

The Fairfield County Building Department is not the only entity which may have jurisdiction over any project. We encourage all applicants to contact all applicable entities. A list of possible jurisdictions include:

- Various Townships and Villages in Fairfield County
- Fairfield County Health Department
- Fairfield County Engineers
- Water and/or Sewer Districts
- Fire Department and/or Fire Districts
- Fairfield County Regional Planning Commission

## Fees

Fees in accordance with the fee schedule or notice received during construction are due and payable upon receipt of approved plans or notice during construction.

A plan examination fee will be assessed according to the schedule and will cover the cost of plan reviews by the plan examiner. The non-refundable deposit will be applied toward the final permit fee.

# FAIRFIELD COUNTY BUILDING DEPARTMENT

## FEE SCHEDULE

<b>Permit Fees</b>	<b>Base Fee</b>	<b>Unit Rate Fee</b>
General/Structural	\$200.00	\$8.00 per 100 sq. ft.
Electrical	\$200.00	\$5.00 per 100 sq. ft.
Fire Alarm System	\$200.00	\$5.00 per device
HVAC/Refrigeration	\$200.00	\$5.00 per 100 sq. ft.
Plan Review	\$80.00	Per hour. Mechanical, electrical, or fire protection plans submitted separately from plans for building permit.
Sprinkler/Fire Suppression	\$200.00	\$5.00 per 100 sq. ft.
<b>Miscellaneous Fees</b>	<b>Fee</b>	<b>Description</b>
Administrative	\$20.00	
After Hours Inspections	\$200.00	Per hour (min. 2 hours)
Annual Inspections	\$70.00	Where an inspection is required by the State or County
Certificate of Occupancy	\$75.00	Final Certificate
	\$250.00	60 Day Temporary Certificate
Contractor Registration	\$75.00	Contractor must provide a \$10,000 bond, completed forms, licenses, and all required documentation
Demolition	\$300.00	< 10,000 SF
	\$500.00	> 10,000 SF
Foundation Start	\$150.00	
Inspection Card Replacement	\$25.00	
Minor Work	\$120.00	Determined by the Chief Building Official
Occupancy or Change of Use	\$100.00	An inspection for compliance with or changing the use group or occupancy, with no work proposed which would otherwise require a building permit
Permit Renewal	\$60.00	After one year
Reinspection	\$70.00	Per occurrence
Temporary Electric Service	\$100.00	
Transfer	\$60.00	Per permit, per transfer
Variance from a Building Code Section	\$150.00	
Work Started Without a Permit	Double Fee	Assessed when work commences without a permit

Signature Page

Resolution No. 2024-04.30.q

A Resolution to approve an amendment to the Commercial Building Permit Application Requirements and Fee Schedule for the Fairfield County Building Department

(Fairfield County Regional Planning Commission)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution authorizing the notice to proceed and notice of commencement to Enviro Construction Co. for a CDBG Program Year 2022 project for the Village of Pleasantville, Columbus/Pearl Street Sewer Improvements**

**WHEREAS**, a resolution was approved the award of bid to Enviro Construction Co. for the Village of Pleasantville, Columbus/Pearl Street Sewer Improvements; and

**WHEREAS**, Assistant Prosecuting Office has approved the award of contract as to form; and

**WHEREAS**, the notice to proceed and notice of commencement needs to be signed and approved by the Board of Commissioners;

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached notice to proceed and notice of commencement.

Prepared by: Joshua Hillberry  
CC: Regional Planning

**NOTICE TO PROCEED**

To: Enviro Construction Co. Date: 4/24/2024  
8492 Jug St  
Alexandria, Ohio. 43001

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Street Storm Sewer Improvements Project

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024 on or after the date of this “Notice”, and you are to complete the WORK by no later than July 26, 2024.

FAIRFIELD COUNTY COMMISSIONERS  
Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**NOTICE OF COMMENCEMENT FOR  
PUBLIC IMPROVEMENT  
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville E Columbus St and Pearl St Storm Sewer Improvements

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
<u>Enviro Construction Co</u>	<u>General Contractor</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
_____	_____
_____	
_____	
_____	_____
_____	
_____	_____

5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

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

Public Authority

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

State of Ohio,  
 County of \_\_\_\_\_:

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

Prepared by: Joshua Hillberry  
Fairfield County Regional Planning Commission  
138 W Chestnut Street, Lancaster, Ohio. 43130

Signature Page

Resolution No. 2024-04.30.r

A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Enviro Construction Co. for a CDBG Program Year 2022 Project for the Village of Pleasantville, Columbus/Pearl Street Sewer Improvements

(Fairfield County Regional Planning Commission)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 2593, Concealed Handgun License**

**WHEREAS**, appropriations are needed to cover expenses for 2024; 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 \$37.34 is hereby authorized as follows:

From: 23259300, Materials & Supplies  
To: 23259300, Fringe Benefits

Prepared by: Elisa Dowdy  
cc:

2024-04.30.s

**Account-to-Account Transfer  
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$37.34

From: 23259300, 560000, Materials and Supplies; \$37.34  
To: 23259300, 526000, Workers Comp; \$37.34

Signature Page

Resolution No. 2024-04.30.s

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure  
Object Category – Fund 2593, Concealed Handgun License

(Fairfield County Sheriff)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis,  
this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution authorizing the approval of advances from the General Fund to Fund 7829 JAG, 7830 DLEF, and 7858 COAP OCJS.**

**WHEREAS,** advances of allocations are necessary in the amount of \$399,648.85 for the purpose of eliminating negative cash balances; and

**WHEREAS,** said advances shall be repaid to the General Fund when monies are received from OCJS.

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

**Section 1.** Request that the Fairfield County Auditor make the following advance:

DEBIT	1001	090000	General Fund Advance	<\$399,648.85>
CREDIT	(78782924)	8353	223001 JAG Grant Advance In	\$42,646.36
CREDIT	(78783014)	8312	223001 DLEF Advance In	\$58,667.54
CREDIT	(78785825)	8342	223001 COAP OCJS Advance In	\$298,334.95

**Section 2.** Request that the advances be paid back to the General Fund, no later than May 1, 2025.

Prepared by: Megan Poling  
cc: South Central Ohio Major Crimes Unit



## **Knisley, Staci A**

---

**From:** Poling, Megan E  
**Sent:** Monday, April 29, 2024 12:58 PM  
**To:** Knisley, Staci A; Cordle, Aundrea N; Lowe, Dennis James  
**Subject:** RE: Resolution for advance in CRMS

Sounds great. Thank you for your help.

Megan

---

**From:** Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>  
**Sent:** Monday, April 29, 2024 12:56 PM  
**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>; Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>  
**Cc:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>  
**Subject:** RE: Resolution for advance in CRMS

I reviewed both resolutions and will be putting them through as approved in CRMS.

To summarize all conversations, there are no general fund matches from the Commissioners on the MCU grants.

Megan will be matching the grants with Fund#7594. The resolutions for the matches will be submitted by Megan for the 5/7 Board of Commissioners meeting per our conversation we had on Friday. And in the future, when new grants are awarded the budget resolution should include the match transfer.

As a reminder, cash advances are not budgeted. They are just temporary cash loans to pay for expenses before grant reimbursements are received.

If you have any questions, don't hesitate to contact me.

Thanks,  
Staci

---

**From:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>  
**Sent:** Monday, April 29, 2024 10:08 AM  
**To:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>  
**Cc:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>; Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>  
**Subject:** RE: Resolution for advance in CRMS

Thanks Dennis.

I will review with Staci when she is back in the office and make sure we are good to go.

Aunie

**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)



---

**From:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>

**Sent:** Monday, April 29, 2024 10:06 AM

**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>

**Cc:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>; Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>

**Subject:** Re: Resolution for advance in CRMS

Aunie:

I apologize for the miscommunication. We will be using our project income fund for the match on this grant and will not need any additional funding from the Board of Commissioners beyond what we discussed previously. Megan was working on correcting the resolutions this morning.

Dennis J. Lowe  
Commander, South Central Ohio Major Crimes Unit

Office: (740) 653-5224

Desk: (740) 901-1729

Mobile: (740) 808-0100

Fax: (740) 653-5224

Email: [dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)



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**From:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>


**Sent:** Monday, April 29, 2024 8:39 AM


**To:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>

**Subject:** RE: Resolution for advance in CRMS

Thank you.

**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:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>

**Sent:** Monday, April 29, 2024 7:44 AM

**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>

**Subject:** Re: Resolution for advance in CRMS

Aunie:

I will give you a call as soon as I get to the office. I was on vacation the last two days of last week so I'm getting caught up.

Dennis

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---

**From:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>

**Sent:** Friday, April 26, 2024 9:02:20 PM

**To:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>; Hoskinson, Beverly A

<[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>; Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>; Poling, Megan E

<[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>

**Subject:** Fwd: Resolution for advance in CRMS

Dennis,

See information below from Bev.

I was not aware of a cash match. Can you call me Monday morning so that we can discuss this? I was only aware of the need for an advance that would be paid back.

Thanks,

Aunie

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**From:** Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>  
**Sent:** Friday, April 26, 2024 4:06:37 PM  
**To:** Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>; Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>  
**Cc:** Horn, Angela <[angela.horn@fairfieldcountyohio.gov](mailto:angela.horn@fairfieldcountyohio.gov)>; Hampshire, Lori Ann <[lori.hampshire@fairfieldcountyohio.gov](mailto:lori.hampshire@fairfieldcountyohio.gov)>; Bowland, Meagen Milea <[meagen.bowland@fairfieldcountyohio.gov](mailto:meagen.bowland@fairfieldcountyohio.gov)>  
**Subject:** FW: Resolution for advance in CRMS

Staci,

After a call with Megan she needs to amend the advance resolution. I believe she is working to correct the amounts as it included the grant reimbursement and cash match requirement. The match amount needs to be a transfer.

Aunie,

I didn't know if Dennis explained that they need a cash match from the commissioners for the DLEF grant. Wanted to share what I learned during my call.



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

+9 [\(740\) 652-7042](tel:(740)652-7042)  
 <https://www.co.fairfield.oh.us/auditor/>  
 [beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)  
 [210 E. Main St., 2<sup>nd</sup> Floor, Lancaster, OH 43130](#)



---

**From:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>  
**Sent:** Friday, April 26, 2024 2:10 PM  
**To:** Hampshire, Lori Ann <[lori.hampshire@fairfieldcountyohio.gov](mailto:lori.hampshire@fairfieldcountyohio.gov)>; Bowland, Meagen Milea <[meagen.bowland@fairfieldcountyohio.gov](mailto:meagen.bowland@fairfieldcountyohio.gov)>; Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>  
**Subject:** Resolution for advance in CRMS

Hi,

Could one of you please reject the pending resolution for advances in CRMS so that I can make necessary adjustments and resubmit?

Thanks,  
Megan Poling

Signature Page

Resolution No. 2024-04.30.t

A Resolution Authorizing the Approval of Advances from the General Fund to Fund #7829 JAG, #7830 DLEF, and #7858 COAP OCJS

(South Central Major Crimes Unit)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to appropriate from unappropriated in the 2024 JAG Grant Fund 78782924**

**WHEREAS**, it is operationally efficient to appropriate from unappropriated in the 78782924 JAG Grant; and

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

**Section 1.** Appropriate from unappropriated monies in the following major expenditure object categories:

78782924	Personal Serv	\$18,994.56
78782924	Fringe	\$3,669.75
78782924	Contractual Serv	\$31,997.50
78782924	Materials & Supplies	\$2,200.00

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**For Auditor’s Office Use Only:**

**Section 1.**

78782924	511010	\$18,994.56
78782924	522000	\$275.42
78782924	523000	\$3394.33
78782924	530000	\$5517.58
78782924	544025	\$19,999.92
78782924	553000	\$5000.00
78782924	558000	\$1480.00
78782924	560000	\$2200.00

**Section 2.** That the County Auditor, on behalf of the Budget Commission issue an amended certificate to the credit of the Fund in the amount of \$56,861.81. This amount represents the additional revenues to be received.

**A resolution to appropriate from unappropriated in the 2024 JAG Grant Fund 78782924**

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:

+ \$ 42,646.36	78782924	433100
+ \$ 14,215.45	78782924	439120

Prepared by: Megan Poling  
cc: Major Crimes Unit

## **Knisley, Staci A**

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**From:** Knisley, Staci A  
**Sent:** Friday, April 26, 2024 7:51 AM  
**To:** Cordle, Aundrea N; Poling, Megan E; Lowe, Dennis James; Hampson, Bart A  
**Cc:** Hoskinson, Beverly A; Bowland, Meagen Milea; Hampshire, Lori Ann; Menningen, Rochelle M  
**Subject:** RE: budget resolution attached

Megan,

Thanks for your call this morning. Per our conversation, you will be cash matching both FY23 and FY24 Jag with Project income Fund# 7594. I'm ok with your budget resolution as is.

For the following week, please submit both cash matches by resolution for FY23 and FY24 as fund to fund transfers.

Thanks!

---

**From:** Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>  
**Sent:** Thursday, April 25, 2024 4:43 PM  
**To:** Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>; Poling, Megan E <megan.poling@fairfieldcountyohio.gov>; Lowe, Dennis James <dennis.lowe@fairfieldcountyohio.gov>  
**Cc:** Hoskinson, Beverly A <beverly.hoskinson@fairfieldcountyohio.gov>; Bowland, Meagen Milea <meagen.bowland@fairfieldcountyohio.gov>; Hampshire, Lori Ann <lori.hampshire@fairfieldcountyohio.gov>; Menningen, Rochelle M <rochelle.menningen@fairfieldcountyohio.gov>  
**Subject:** Re: budget resolution attached

Just adding commander Lowe into this email string.

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---

**From:** Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>  
**Sent:** Thursday, April 25, 2024 4:01:47 PM  
**To:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>  
**Cc:** Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>; Bowland, Meagen Milea <[meagen.bowland@fairfieldcountyohio.gov](mailto:meagen.bowland@fairfieldcountyohio.gov)>; Hampshire, Lori Ann <[lori.hampshire@fairfieldcountyohio.gov](mailto:lori.hampshire@fairfieldcountyohio.gov)>; Menningen, Rochelle M <[rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)>  
**Subject:** budget resolution attached

Megan,

I have a question related to the attached resolution. You are requesting approval for a revenue estimate of \$14,215.45 for a local match. Where is that coming from?


I looked at FY23 JAG's accounts for historical purposes, and you budgeted in that line item also. There has been no match receipted to date. Do you intend on depositing a match for that grant and if so, where is it coming from? Usually, a match is receipted up front although not necessary depending on cash and grant requirements.


Please explain further. If you'd rather talk, please call me by 11: 00 a.m. @ 740-652-7093. We will not be approving this resolution until I hear from you.



I appreciate your review and response!

**Staci A. Knisley, Budget Officer/Airport Clerk**  
Fairfield County Commissioners

 210 E. Main St., 3rd Floor  
Lancaster, OH 43130

 740-652-7093 (t)  
740-687-6048 (f)



 <https://fairfieldcountyohio.gov>

 [Staci.Knisley@fairfieldcountyohio.gov](mailto:Staci.Knisley@fairfieldcountyohio.gov)

## **Knisley, Staci A**

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**From:** Poling, Megan E  
**Sent:** Monday, April 29, 2024 12:58 PM  
**To:** Knisley, Staci A; Cordle, Aundrea N; Lowe, Dennis James  
**Subject:** RE: Resolution for advance in CRMS

Sounds great. Thank you for your help.

Megan

---

**From:** Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>  
**Sent:** Monday, April 29, 2024 12:56 PM  
**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>; Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>  
**Cc:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>  
**Subject:** RE: Resolution for advance in CRMS

I reviewed both resolutions and will be putting them through as approved in CRMS.

To summarize all conversations, there are no general fund matches from the Commissioners on the MCU grants.

Megan will be matching the grants with Fund#7594. The resolutions for the matches will be submitted by Megan for the 5/7 Board of Commissioners meeting per our conversation we had on Friday. And in the future, when new grants are awarded the budget resolution should include the match transfer.

As a reminder, cash advances are not budgeted. They are just temporary cash loans to pay for expenses before grant reimbursements are received.

If you have any questions, don't hesitate to contact me.

Thanks,  
Staci

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**From:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>  
**Sent:** Monday, April 29, 2024 10:08 AM  
**To:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>  
**Cc:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>; Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>  
**Subject:** RE: Resolution for advance in CRMS

Thanks Dennis.

I will review with Staci when she is back in the office and make sure we are good to go.

Aunie

**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)



**From:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>

**Sent:** Monday, April 29, 2024 10:06 AM

**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>

**Cc:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>; Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>

**Subject:** Re: Resolution for advance in CRMS

Aunie:

I apologize for the miscommunication. We will be using our project income fund for the match on this grant and will not need any additional funding from the Board of Commissioners beyond what we discussed previously. Megan was working on correcting the resolutions this morning.

**Dennis J. Lowe**  
Commander, South Central Ohio Major Crimes Unit

**Office:** (740) 653-5224

**Desk:** (740) 901-1729

**Mobile:** (740) 808-0100

**Fax:** (740) 653-5224

**Email:** [dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)



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**From:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>


**Sent:** Monday, April 29, 2024 8:39 AM


**To:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>

**Subject:** RE: Resolution for advance in CRMS

Thank you.

**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:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>

**Sent:** Monday, April 29, 2024 7:44 AM

**To:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>

**Subject:** Re: Resolution for advance in CRMS

Aunie:

I will give you a call as soon as I get to the office. I was on vacation the last two days of last week so I'm getting caught up.

Dennis

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**From:** Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>

**Sent:** Friday, April 26, 2024 9:02:20 PM

**To:** Lowe, Dennis James <[dennis.lowe@fairfieldcountyohio.gov](mailto:dennis.lowe@fairfieldcountyohio.gov)>; Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>; Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>; Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>

**Subject:** Fwd: Resolution for advance in CRMS

Dennis,

See information below from Bev.

I was not aware of a cash match. Can you call me Monday morning so that we can discuss this? I was only aware of the need for an advance that would be paid back.

Thanks,

Aunie

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**From:** Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>  
**Sent:** Friday, April 26, 2024 4:06:37 PM  
**To:** Knisley, Staci A <[staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)>; Cordle, Aundrea N <[aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)>  
**Cc:** Horn, Angela <[angela.horn@fairfieldcountyohio.gov](mailto:angela.horn@fairfieldcountyohio.gov)>; Hampshire, Lori Ann <[lori.hampshire@fairfieldcountyohio.gov](mailto:lori.hampshire@fairfieldcountyohio.gov)>; Bowland, Meagen Milea <[meagen.bowland@fairfieldcountyohio.gov](mailto:meagen.bowland@fairfieldcountyohio.gov)>  
**Subject:** FW: Resolution for advance in CRMS

Staci,

After a call with Megan she needs to amend the advance resolution. I believe she is working to correct the amounts as it included the grant reimbursement and cash match requirement. The match amount needs to be a transfer.

Aunie,

I didn't know if Dennis explained that they need a cash match from the commissioners for the DLEF grant. Wanted to share what I learned during my call.



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

+9 [\(740\) 652-7042](tel:(740)652-7042)  
 <https://www.co.fairfield.oh.us/auditor/>  
 [beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)  
 [210 E. Main St., 2<sup>nd</sup> Floor, Lancaster, OH 43130](#)



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**From:** Poling, Megan E <[megan.poling@fairfieldcountyohio.gov](mailto:megan.poling@fairfieldcountyohio.gov)>  
**Sent:** Friday, April 26, 2024 2:10 PM  
**To:** Hampshire, Lori Ann <[lori.hampshire@fairfieldcountyohio.gov](mailto:lori.hampshire@fairfieldcountyohio.gov)>; Bowland, Meagen Milea <[meagen.bowland@fairfieldcountyohio.gov](mailto:meagen.bowland@fairfieldcountyohio.gov)>; Hoskinson, Beverly A <[beverly.hoskinson@fairfieldcountyohio.gov](mailto:beverly.hoskinson@fairfieldcountyohio.gov)>  
**Subject:** Resolution for advance in CRMS

Hi,

Could one of you please reject the pending resolution for advances in CRMS so that I can make necessary adjustments and resubmit?

Thanks,  
Megan Poling

Signature Page

Resolution No. 2024-04.30.u

A Resolution to Appropriate from Unappropriated in the 2024 JAG Grant Fund  
#78782924

(South Central Major Crimes Unit)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis,  
this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to sign the Agricultural Easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program at a closing to be scheduled with the Ohio Department of Agriculture.**

**WHEREAS,** On or about March 8, 2023, the Board of County Commissioners reviewed a request for support of a farm owned by Tooill, 2105 Rock Mill Road, 198.75 acres, Amanda Township and determined that the nomination of the property for consideration for purchase of agricultural easement was acceptable and the title work was completed; and

**WHEREAS,** the Board of County Commissioners have executed an Assignment of Payment/Escrow Agreement for the Tooill Farm; and

**WHEREAS,** the Board of County Commissioners must authorize County Commissioner David L. Levacy to sign the Agricultural Easement for the Tooill Farm at a closing to be scheduled with the Ohio Department of Agriculture.

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**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 County Commissioners hereby authorizes the County Commissioner David L. Levacy to sign the Agricultural Easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program, at a closing to be scheduled with the Ohio Department of Agriculture.

**SECTION 2.** That the Clerk is hereby directed to transmit certified and sealed copies of this resolution to the Fairfield Soil and Water Conservation District their designated Local Sponsor Representative.

Prepared by: Jonathan Ferbrache

2022 FORMAT

**OHIO AGRICULTURAL EASEMENT PURCHASE PROGRAM**  
**Agricultural Easement**

This “Agricultural Easement” (“Easement”), as defined in Ohio Revised Code (“ORC”) § 5301.67(C), dated \_\_\_\_\_, 20\_\_\_\_, (the “Effective Date”) is made and entered into by and between **Carl P. Tooill, Trustee of the Carl P. Tooill Revocable Trust and Shirley A. Tooill, Trustee of the Shirley A. Tooill Revocable Trust**, 2105 Rock Mill Road SW, Lancaster, Ohio 43130 (“Grantor”), and the **Director, Ohio Department Of Agriculture**, 8995 East Main Street, Reynoldsburg, Ohio, 43068 (“State Grantee”), and the **Fairfield County Board of Commissioners**, 210 East Main Street, Lancaster, Ohio 43130 (“Local Grantee”), jointly referred to as the “Parties.” The Parties acknowledge that the Easement is acquired to protect the agricultural use and future viability, and related conservations values, of the Protected Property (as hereinafter defined). A full legal description of the Protected Property is attached as Exhibit A and incorporated herein by reference. This is accomplished by limiting nonagricultural uses of the Protected Property thereby preserving and protecting in perpetuity the multiple, interrelated land features that are critical to agricultural lands, historic structures, archaeological resources, open space, and wildlife habitats. The Parties further acknowledge that the Protected Property will be managed for long-term agricultural viability. The State Grantee and Local Grantee are hereinafter collectively referred to as the “Grantees,” except when otherwise specified as the State Grantee or the Local Grantee.

This is an agreement for the donation, sale and purchase of an Easement and the monitoring and enforcement of that Easement. Specifically, the Grantees agree to purchase and accept this Easement from the Grantor for **\$309,578.00 (Three Hundred Nine Thousand Five Hundred Seventy-Eight and 00/100 Dollars)** (the “Purchase Price”). In addition, the Local Grantee agrees to monitor the Protected Property, as hereinafter defined, in perpetuity and assist with the enforcement of the terms of this Easement.

The State Grantee agrees to enforce the terms of this Easement, as necessary. The following provisions apply to this Easement:



It is the purpose of this Easement to ensure that the Protected Property, as hereinafter defined, will be retained for use predominately in agricultural in accordance with the State of Ohio's conservation policy and ORC 5301.67 by preserving and protecting its agricultural soils identified in Exhibit B and agricultural viability through a perpetual restriction on the use of the Protected Property and will be used "exclusively for conservation purposes" in perpetuity in accordance with Sections 170(h)(1)(C) and 170(h)(4)(A)(iii)(II) of the Internal Revenue Code of 1986, as amended from time to time, and any successor provision, and any regulations promulgated thereunder (collectively, the "Code") (collectively, the "Purpose").

A. Protected Property and Title Warranty

The Grantor is the owner in fee simple of approximately **198.75 acres** of certain agricultural property located at **2105 Rock Mill Road SW, Lancaster, in Amanda Township, Fairfield County, Ohio** ("Protected Property"). The Grantor warrants that Grantor has full authority to grant this Easement, has good and indefeasible fee simple title to the Protected Property described in Exhibit A, that the legal description in Exhibit A is complete and accurate to the best of Grantor's knowledge, and that the Protected Property is free and clear of all liens and encumbrances that are inconsistent with the Purpose of this Easement. The Grantor claims title to the land by instrument(s) recorded in the **Official Land Records of Fairfield County at Official Records Volume 1124, Page 2015**.

B. Agricultural Value and Use

Except for any "Homestead," as defined in ORC § 901.21(A)(3), within the Protected Property, the Protected Property consists of "land devoted exclusively to agricultural use," as defined in ORC § 5713.30(A). The Protected Property, excluding any Homestead therein, shall be valued during the term of this Easement for real property taxation purposes at its current value for agricultural uses under ORC § 5713.31. Any Homestead (referred to as a "homesite" in Ohio Administrative Code ("OAC") § 5703-25-34(I)) within the Protected Property is taxed in accordance with ORC Chapter 5713 and OAC Chapter 5703-25. The Grantor will preserve the Protected Property for agricultural use. The Homestead(s) permitted under this Easement within the Protected Property shall not exceed **4.5 acres individual** (the "Maximum Individual Permitted Homestead Acreage") and **4.5 acres in the aggregate** (the "Maximum Permitted Homestead Acreage"), shall not exceed **[1] one in number** ("Maximum Number of Permitted Homesteads"), and are described in Exhibit C (each, a "Permitted Homestead," and collectively, the "Permitted Homesteads"). The only Homesteads permitted within the Protected Property are the Permitted Homesteads.

C. Conservation Plan

The Grantor or the Grantor's heirs, successors, or assigns shall conduct agricultural operations on the Protected Property in a manner consistent with a conservation plan prepared in consultation with the United States Department of Agriculture, Natural

Resources Conservation Service (“NRCS”) or the local Soil and Water Conservation District in which the Protected Property is located (the “Conservation Plan”). The Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect as of the Effective Date. However, the Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The Conservation Plan is incorporated herein by reference. All farming operations on the Protected Property shall be conducted in accordance with all applicable local, state, and federal laws and regulations. Grantees shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan and Paragraph 5.2 regarding the provisions of this Easement.

In the event of noncompliance with the Conservation Plan, Local Grantee shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the Conservation Plan, the Local Grantee will inform the State Grantee of the Grantor’s noncompliance. The Grantees shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action by the State Grantee) to secure compliance with the Conservation Plan following written notification from the Local Grantee that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, and (b) the Local Grantee has worked with the Grantor to correct such noncompliance. The State Grantee may assist the Local Grantee in securing compliance with the Conservation Plan, as necessary.

The term “Conservation District” means any district or unit of State or local government formed under State or territorial law, and more specifically as organized under ORC Chapter 940, for the express purpose of developing and carrying out a local soil and water conservation program. Such district or unit of government may be referred to as a “conservation district,” “soil conservation district,” “soil and water conservation district,” “resource conservation district,” “natural resource district,” “land conservation committee,” or a similar name.

D. Grantee Authority

Local Grantee is a “qualified organization” under Section 170 of the Code to receive agricultural easements. The State Grantee is authorized pursuant to ORC § 901.21 to hold agricultural easements under the laws of the State of Ohio for the public purpose of retaining the Protected Property predominantly in agriculture.

E. Agricultural Preservation Programs

The State of Ohio has a clearly delineated conservation policy to preserve and promote agriculture and agricultural land for a significant public benefit. The Ohio Department of Agriculture (“ODA”) is charged with the responsibility of protecting and promoting agriculture, including the preservation of Ohio’s farmland by accepting agricultural easements in accordance with ORC § 901.21(B). By selling and buying an agricultural easement over the Protected Property, the Grantor and Grantees are furthering the State of Ohio’s conservation policy to preserve and protect viable agricultural land and maintain it in agricultural production in perpetuity. The Grantor intends that this Easement will confine the use of the Protected Property, in perpetuity, to activities that are consistent with the Purpose of this Easement. Ohio’s policy to preserve and promote agriculture and agricultural land is further reflected in the enactment of ORC §§ 901.21 and 901.22, which allow, inter alia, the Director of the Ohio Department of Agriculture to acquire agricultural easements by gift, devise or bequest, and to establish a procedure for awarding matching grants for the purchase of agricultural easements. These sections also provide that the Director shall monitor Ohio’s agricultural easement program to evaluate its effectiveness and efficiency as a farmland preservation tool. Additionally, this policy is reflected in ORC § 901.54, which creates the Office of Farmland Preservation within the ODA to actively preserve farmland and encourage and assist others in doing so.

**Purchase of Agricultural Easement**

Now therefore, in consideration of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises, conditions, restrictions and obligations contained herein, and pursuant to the laws of the State of Ohio, Grantor grants with general warranty covenants to the Grantees a perpetual “agricultural easement,” as defined in ORC § 5301.67(C), on the Protected Property, and the parties hereto agree as to the terms and conditions contained herein. This Easement is subject to the following terms and conditions:

1. Present Condition Report

The Grantor and Grantees agree that the natural characteristics, soil types, physical conditions, physical structures, and the approved uses of the Protected Property at the time of this purchase are documented in a present condition report (the “Present Condition Report”), also known as “baseline documentation,” prepared by the Local Grantee, and signed and acknowledged by the Grantor and a representative of the Local Grantee. The Present Condition Report establishes the condition of the Protected Property as of the Effective Date, and includes photographs, maps, and other documents. The Present Condition Report is attached as Exhibit B and incorporated herein by reference.

2. Prohibited Uses/Restrictions

Any activity on or use of the Protected Property inconsistent with the Purpose of this Easement is prohibited. The following activities are expressly prohibited, except as provided in Paragraph 3 below:

2.1 Waste and Dumping – Accumulation or dumping of trash, refuse, sewage, junk, or toxic materials, or storage of contaminated soil, non-compostable garbage, abandoned vehicles or parts, appliances, machinery, hazardous substances, or waste is prohibited. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as the creation of brush piles, composting, or the storage of farm machinery which is regularly used on the farm, organic matter, agricultural products, or agricultural byproducts on the Protected Property, provided that it is done in such a manner so as to not impair the Purpose.

2.2 Subdivision – Separate conveyance, sale or purchase, of any portion of the Protected Property, division or subdivision of the Protected Property into separate parcels, or recording of a subdivision plan on the Protected Property is prohibited. This prohibition applies regardless of how many separately described parcels are contained in the legal description attached as Exhibit A. If a Permitted Homestead exists or is ever established within the Protected Property it shall not be subdivided or conveyed separately from the remaining Protected Property and shall remain a part of the Protected Property.

2.3 Industrial or Commercial Uses – Industrial or commercial activities on the Protected Property are prohibited except for the following listed activities (“Permitted Activities”). Permitted Activities shall automatically become prohibited if the conduct of the Permitted Activity (i) remove or otherwise disallow the Protected Property from Current Agricultural Use Value (“CAUV”) assessment as defined in ORC § 5713.30; *or* (ii) require the construction or installation of new, non-farm buildings not otherwise permitted on the Protected Property; *or* (iii) adversely affect prime and/or unique soils of the Protected Property. Permitted activities are the following:

- (i) agricultural production and related uses conducted in accordance with all applicable statutes and regulations and with any plans developed by state or federal agricultural agencies;
- (ii) agriculture (including livestock production), equine activities, or forestry;
- (iii) processing or sale of farm or forest products produced or substantially produced on the Protected Property in permitted buildings;

- (iv) small-scale incidental commercial or industrial operations compatible with activities set forth in Paragraph 2.3(i) that the Grantees approve in writing as being consistent with the Purpose;
- (v) activities that can be and in fact are conducted within permitted buildings which are within the Permitted Homestead and which do not require material alteration to their external appearance or harming the agricultural use and future viability of such permitted buildings;
- (vi) the sale of excess power generated in the operation of approved alternative energy structures and associated equipment approved by Grantees in writing as consistent with the Purpose and at a scale appropriate to generate energy primarily for on-farm use;
- (vii) temporary or seasonal outdoor activities or events (“Activities”) that do not permanently alter the physical appearance of the Protected Property and that do not harm the agricultural use and future viability or impair the conservation values of the Protected Property herein protected; and
- (viii) customary rural enterprises related to agriculture or forestry or small-scale commercial enterprises compatible with agriculture or forestry such as, but not limited to, farm machinery repair, agri-tourism, processing, packaging, and marketing of farm or forest products, and small-scale farm wineries, cafés, shops, and studios for arts or crafts.

No right of passage shall be granted or retained across or upon the Protected Property if that right of passage is used in conjunction with any prohibited activities.

- 2.4 Construction on the Protected Property – All new non-agricultural structures and improvements must be located within the Permitted Homesteads, except as provided in this Easement.

The boundaries and location of each Permitted Homestead may be adjusted within the Protected Property, if that the Grantees provide prior written approval of the adjusted boundaries and location; provided, however, that in no case shall the total acreage of the Permitted Homesteads within the Protected Property exceed the Maximum Permitted Homestead Acreage.

Except as expressly provided in this Easement, there shall be no construction of new, non-agricultural buildings or structures, roads, impervious surfaces, or any other temporary or permanent structure or facility on the Protected Property without the prior, written approval of the Grantees or as otherwise provided in this Easement. Agricultural structures to be located outside of the Homestead, including, but not limited to, barns, silos, and stockyards, may be built without the prior, written approval of the Grantees; provided, however, that the Grantees shall be provided with written notice before any construction of such structures begin and such structures shall not be inconsistent with the terms and conditions of this Easement, including, but not limited to, the Purpose. Currently existing structures as documented on the Present Condition Report and/or as otherwise approved in writing by the Grantees may be maintained, repaired, replaced, or reasonably enlarged without the prior written consent of the Grantees; however, any existing non-agricultural structures outside of the Permitted Homesteads may not be enlarged or modified without the prior written consent of the Grantees.

Activities described in the existing utility easements or rights-of-way as described in Exhibit D are permitted under this Easement. Except for utilities to serve buildings or structures permitted under this Easement or otherwise permitted herein, the **Grantor is expressly prohibited from seeking or granting easements or rights-of-way, or modifications or amendments thereto, for power lines, roads (private or public), gas lines, pipelines of any kind, sewer lines, water lines, telecommunication towers, or wind farms over, across, under or through the Protected Property without prior written approval from Grantees**, which shall not be unreasonably withheld, conditioned, or delayed, provided that such approval is consistent with the Purpose of this Easement, does not remove any acreage from being protected by this Easement, and have any other adverse impact on the agricultural use of the Protected Property. In the event that the Grantor receives any communication from a utility company or its agent about acquiring such an easement or right-of-way, the Grantor shall promptly notify the Grantees and provide to the Grantees copies of any relevant correspondence.

Maintenance, repair or improvement of a septic system(s) or other underground sanitary system which exists on the Protected Property as of the Effective Date or the construction of septic or other underground sanitary system for the benefit of any of the permitted improvements is permitted without further approval of the Grantees.

- 2.5 Motorized Vehicle Use – There shall be no use of motor vehicles on the Protected Property or grant of permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement

and public safety, conservation uses of the Protected Property, or for residential uses permitted by this Easement, provided that no use of motor vehicles has a detrimental impact on the productivity of the soils on the Protected Property and the Purpose of this Easement.

2.6 Surface Alteration – Grading, blasting, filling, sod farming, or earth removal that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement, or creation, in accordance with the Conservation Plan and NRCS standards and specifications;
- (ii) erosion and sediment control pursuant to an erosion and sediment control plan approved by NRCS or the local Soil and Water Conservation District in which the Protected Property is located;
- (iii) as required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by the Grantees as being consistent with the Purpose;
- (iv) agricultural activities conducted in accordance with the Conservation Plan;  
or
- (v) as otherwise permitted with prior written approval of Grantees.

2.7 Oil, Gas, or Mineral Exploration and Extraction – Except as otherwise provided herein or identified in Exhibit D, mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the Effective Date or later acquired by Grantor from the Protected Property is prohibited. Grantor is further prohibited from using any surface mining, subsurface mining, or dredging method, on or from the Protected Property, except for limited mining activities to the extent that the materials mined (e.g. peat, sand, gravel) are used for agricultural operations on the Protected Property. In the case of mining for agricultural operations, any mineral extraction activities must minimize any effect on the conservation values stated herein and agricultural uses of the soils present on the Protected Property. Further, extraction must be limited to one (1) acre or less and may not adversely impact the nature, soils, or Purpose of the Protected Property stated herein. Horizontal hydraulic fracturing (also known as

fracking) or activity similar to horizontal hydraulic fracturing upon the Protected Property is prohibited, except that horizontal hydraulic fracturing under the Protected Property from property which is adjacent to the Protected Property is permitted with advance written notice and consent of the Grantees.

Grantor may undertake subsurface explorations, development and extraction of oil and gas, under the following conditions:

- (i) Any extraction of oil and natural gas shall have no more than a limited, localized impact on the Protected Property, and shall not impact more than one-half acre of the Protected Property.
- (ii) In any Oil and Gas Lease (“Lease”) hereafter entered into, Grantor shall require an acknowledgement by the oil and gas lessee (“Driller”) that the Protected Property is subject to this duly recorded Agricultural Easement.
- (iii) The Lease does not permit the Driller or any successor in interest to construct, place, or erect any non-agricultural structures or lay or install any pipeline or transmission lines without the prior, written approval of the Grantees.
- (iv) All activities performed by Grantor, Driller, or Lessee pursuant to a Lease shall comply with all regulations outlined in ORC Chapter 1509 and OAC Chapter 1501:9, as the same are revised or superseded from time to time, and shall also follow practices outlined in the Ohio Department of Natural Resources’ most current version of Best Management Practices for Oil and Gas Well Site Construction, or other such guidance on best management practices issued by the appropriate governmental agency overseeing oil and gas activities in Ohio, prior to and throughout all extraction activities, including closure.
- (v) The area within which all drilling and surface storage activities take place on the Protected Property is referred to as the “Disturbed Area.” No more than the minimum amount of surface area of the Protected Property necessary for the safe and effective extraction of oil and natural gas may be cleared, graded, or otherwise disturbed for extraction activities.
- (vi) A buffer zone of at least 164 feet (50 meters) shall be maintained between the Disturbed Area and areas deemed sensitive by Grantees, including water resources such as wetlands, streams (perennial, intermittent or ephemeral), riparian areas within the 100 year flood plain, and areas of known sensitive species habitat (“Sensitive Areas”). Where necessary, and in consultation with Grantees, transmission lines may cross the Sensitive Areas provided that



consideration is given first to those portions of the Sensitive Areas where there will be a minimal adverse impact and in any event, all impacts are to be restored pursuant to the ORC, OAC, and any regulation promulgated in accordance therewith. Buffer zone distances shall be adhered to unless site-specific situations make these distances infeasible and Grantees approve a variation in buffer zone requirements in writing.

- (vii) At least 30 days prior to the commencement of any proposed oil and natural gas extraction activities (including construction of the access road), Grantor shall notify Grantees of the date of the commencement of such activities and provide Grantees with a to-scale drawing depicting the location of all proposed oil or natural gas extraction facilities (including the access road) to be placed on the Protected Property. On or before 30 days following the completion of construction and installation of oil and gas facilities, Grantees shall be provided with an as-built to-scale drawing of all such facilities.
- (viii) Once the well and all installation of infrastructure have been completed, and upon termination of extraction activities, all soil and vegetative resources on the portions of the Protected Property affected by such activities shall promptly be restored to their original state, or as near as possible, prior to commencement of extraction activities.

Upon completion of any oil and gas activities on existing leases or existing, active wells within the easement area, Grantor shall promptly restore any portion of the Protected Property affected thereby to its condition and productivity existing prior to commencement of said subsurface oil and gas well activities, or as nearly as possible.

- 2.8 Storage Tanks – The installation and use of above or below ground storage tanks is permitted for the purposes of operating the farm so long as: (1) the installation and use of these tanks are in compliance with all state and federal laws; (2) the tanks are installed and operated in such a manner so as to not impair the conservation values of the Protected Property; and (3) the installation and use of such tanks are not in conflict with any other term or provision of this Easement.

### 3. Grantor's Reserved Rights

The Grantor reserves for (him)/(her)/(it)self, (his)/(her)/(its) heirs, successors and assigns, all rights and privileges of ownership of the Protected Property to use the Protected Property for all purposes that are not inconsistent with the Purpose of this Easement or the Conservation Plan, and not expressly prohibited by this Easement. Although the Grantor need not obtain approval of the Grantees in order to exercise any reserved rights in this

Paragraph, unless otherwise stated herein, the Grantor hereby agrees to notify the Grantees in writing before exercising any reserved right which may have an adverse effect on the conservation of the agricultural values associated with the Protected Property. The following rights are expressly reserved by the Grantor:

- 3.1 Conveyance – Grantor may sell, give, mortgage, lease, or otherwise convey the Protected Property, provided that such conveyance is made subject to, and in accordance with, this Easement and written notice is provided to the Grantees in accordance with Paragraph 11 and 14 below.
- 3.2 Right to Farm – Grantor retains the right to farm, or to permit others to farm, including the production, processing, and marketing of agricultural crops and livestock in accordance with applicable local, state and federal laws and regulations and the Conservation Plan.
- 3.3 Forest Management and Timber Harvest – Forest management activities and timber harvesting shall be permitted, provided all forest management and timber harvesting must be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations and to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20% of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager.

A forest management plan shall not be required for the following permitted non-commercial activities: (i) cutting of trees for the construction of permitted roads, utilities, buildings and structures on the Protected Property; (ii) cutting of trees for trail clearing; (iii) cutting of trees for firewood or for other domestic uses of Grantor; (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock; or (v) removal of invasive species.

- 3.4 Non-developed Passive Recreation and Educational Activities – Non-developed passive recreational and educational activities are permitted if they do not negatively affect the soils and the agricultural operations, do not require new structures, and are consistent with the Purpose of the Easement. Examples of such activities include farm tours, work experiences, field trips, petting zoos, corn mazes, and hay rides. Grantor may use the Protected Property to personally derive income from certain recreational activities such as hunting, fishing, cross country skiing, and ecological tours, only if such activities comply with the terms of this

Easement and those commercial activities are considered “de minimis” under Section 2031(c)(8)(B) of the Code. Recreational activities from which income is derived and which alter the Protected Property, such as athletic fields, golf courses or driving ranges, airstrips or helicopter pads, or motocross biking, are prohibited.

- 3.5 Right to Privacy – Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Protected Property. Notwithstanding this provision, the Grantees shall have the right to inspect the Protected Property and enforce the provisions of this Easement in accordance with the provisions of this Easement.
- 3.6 Fences and Roads – Existing fences may be cleared, repaired and replaced, and new fences may be built on the Protected Property for purposes of trespass prevention, to mark boundaries of the Protected Property, and for reasonable and customary management of livestock and wildlife, without any further permission of the Grantees. Non-paved roads may be constructed if they are necessary to carry out the agricultural operations or other permitted uses on the Protected Property. All roads documented on the Present Condition Report may be maintained as needed and if necessary to carry out the agricultural operations or other permitted uses on the Protected Property.
- 3.7 Renewable Energy – Grantor may, except as otherwise provided herein, add renewable energy facilities on the Protected Property for the purpose of generating energy predominantly for the agricultural and residential needs of the Protected Property, so long as such facilities are located within the Permitted Homesteads and consistent with the Purpose. Such renewable energy facilities must be built, placed, and maintained in accordance with any local zoning ordinance and applicable Ohio and Federal law, including but not limited to the regulations of the Public Utilities Commission of Ohio and the Federal Energy Regulatory Commission. Grantor may sell any excess electricity generated to the local electric utility grid. Leases for and installation of commercial renewable energy facilities are prohibited without the prior written consent of the Grantees and may be granted only if all aspects of the project impact less than one percent of the Protected Property and do not interfere with the Purpose.

Renewable energy facilities, access roads, and any other related improvements shall be situated, constructed, and maintained pursuant to a plan approved by the Grantees in their sole discretion. Such plan shall be designed to comport with the Purpose of this Easement, minimize adverse effects on soils and the agricultural value of the Protected Property, and be in accordance with the terms and conditions set forth in this Easement.

- 3.8 Water – Grantor shall retain and reserve the right to use any appurtenant water rights necessary and sufficient to maintain the agricultural productivity of the Protected Property and shall not transfer, encumber, lease, sell, or otherwise separate water rights from title to the Protected Property itself.
- 3.9 Signage – Grantor may place on the Protected Property interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, or signs identifying prairie habitat improvements, as well as “no hunting,” “no trespassing” or similar signs.
- 3.10 Other Permitted Uses – Other permitted uses may be allowed so long as the proposed use does not harm agricultural use and future viability of the Protected Property, and does not conflict with the Purpose of the Protected Property, as determined in advance in writing by the Grantees, in the Grantees’ sole and absolute discretion.
4. Responsibilities of Grantor and Grantees – The responsibilities of Grantor shall include the following:
- 4.1 Taxes – Grantor is responsible for payment of all taxes and assessments levied against the Protected Property. If Grantees are ever required to pay any taxes or assessments on its interest in the Protected Property, the Grantor must reimburse the Grantees for the same.
- 4.2 Upkeep and Maintenance – Grantor is responsible for the upkeep and maintenance of the Protected Property, including any requirements by local, state, and federal laws and regulations.

The responsibilities of the Grantees shall include the following:

- 4.3 Present Condition Report – The Local Grantee is responsible for maintaining the Present Condition Report in Exhibit B and a current copy of the Conservation Plan.
- 4.4 Monitoring – The Local Grantee is responsible for annually monitoring the Protected Property to verify that Grantor is in compliance with the terms and conditions of this Easement. The Local Grantee must submit an annual monitoring report to State Grantee.
- 4.5 Compliance of Farm Operations – The Local Grantee is responsible for ensuring that active farm operations are in compliance with the Conservation Plan.

- 4.6 Investigation – The Local Grantee is responsible for investigating potential violations of this Easement. If the Local Grantee determines the provisions of the Easement are not being complied with, the Local Grantee shall notify the State Grantee and Grantor of the alleged violation, and include this information in the annual monitoring report required under Paragraph 4.4 above. Failure to cure the violations may result in enforcement of the terms of this Easement. The State Grantee reserves the right to conduct a separate inspection of the Protected Property and enforce the terms of this Easement.
5. Grantees’ Enforcement Rights and Remedies – In order to enforce the terms of this Easement, the Grantees shall have the following rights and remedies:
- 5.1 Rights of the Grantees – The Grantees have the right to protect the conservation values of the Protected Property, periodically monitor compliance with this Easement on the Protected Property, and enforce the terms of this Easement.
- 5.2 Right of Inspection – The Grantees, and their agents, successors, and assigns shall have the right to enter the Protected Property in a reasonable manner and at reasonable times for the purposes of: (i) inspection of the Protected Property (including photographic documentation of the condition of the Protected Property) to determine if the Grantor, or the Grantor’s heirs, successors or assigns are complying with the provisions of this Easement; (ii) obtaining evidence for the purpose of seeking judicial enforcement of this Easement; and (iii) ensuring Conservation Plan implementation and compliance. In the event of an emergency, the Grantees may enter the Protected Property immediately, without notice, to prevent, terminate, or mitigate a potential violation of these restrictions. Notice to Grantor or Grantor’s representative shall be given as reasonably practicable.
- 5.3 Indemnity – Grantor shall indemnify, defend, and hold harmless the Grantees and their respective employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, but not limited to, court costs, reasonable attorneys’ fees and attorneys’ fees on appeal) to which Grantees may be subject or incur relating to the Protected Property, which may arise from, but not limited to, Grantor’s negligent acts or omissions, Grantor’s breach of any representation, warranty, covenant, agreement contained in this Easement, or violations of any federal, state or local law, including all Environmental Laws.

- 5.4 Remedies – In accordance with the provisions set forth in OAC § 901-2-11, the Grantees shall have the right to enforce the terms of this Easement by proceedings at law or in equity including, but not limited to, the right to require the restoration of the Protected Property to its condition as of the Effective Date, subject to the reserved rights of the Grantor set forth herein.

In the event of a violation of the terms of this Easement, in addition to the other remedies provided for in this Paragraph 5.4, and any other remedies available in law or equity, the Grantees shall also be entitled to recover all damages necessary to place the Grantees in the same position that it would have been in but for the violation. The Grantor and Grantees agree that in determining such damages the following factors, among others, may be considered: (i) the costs of restoration of the Protected Property as provided in the Paragraph above; and (ii) the full market cost and Proportionate Share of Grantees as provided in Paragraph 7 below of purchasing a conservation easement containing terms comparable to the terms of this Easement on land in the vicinity of the Protected Property of a size and with conservation values roughly comparable to those of the Protected Property. The Grantees have the right to proceed against any third party or parties whose actions threaten or damage the conservation values of the Protected Property, including the right to pursue all remedies and damages as provided in this Paragraph 5.4.

The Grantees, or their respective successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantees to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights, provided, however, that the Grantor shall notify the Grantees of any occurrence which would adversely affect or interfere with the Purpose of this Easement, whether caused by the acts or omissions of the Grantor or third parties, or by natural occurrences.

6. Environmental Warranty

Grantor warrants that Grantor is in compliance with, and shall remain in compliance with all applicable Environmental Laws as hereinafter defined. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of any Hazardous

Materials, as hereinafter defined, on, at, beneath or from the Protected Property exceeding regulatory limits.

Moreover, Grantor hereby promises to indemnify and hold harmless the Grantees against all litigation, costs, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Law by Grantor or any other prior owner or operator of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantees to Grantor with respect to the Protected Property, or any restoration activities carried out by the Grantees at the Protected Property. In addition, the Grantor shall be responsible for any Hazardous Materials contributed by Grantor on or after the Effective Date of this Easement to the Protected Property.

"Environmental Law(s)" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

7. Extinguishment or Termination of Easement

Grantor agrees that the grant of the Easement gives rise to a property right, immediately vested in the State Grantee, with a fair market value that is at least equal to the proportionate value that the Easement, as of the Effective Date, bears to the fair market value of the Protected Property as a whole, as of the Effective Date (the "Proportionate Value"). For purposes of the clarity, the Proportionate Value shall be a fraction, the numerator of which is fair market value of the Easement as of the Effective Date and the denominator of which is the fair market value of the Protected Property as a whole as of the Effective Date. For purposes of determining the Proportionate Value, the fair market values as of the Effective Date shall be those values as set forth in an appraisal prepared on behalf Grantor, a copy

of which Grantor shall deliver to the Grantees and to be retained thereafter in Grantees' files.

On a subsequent sale, exchange, or involuntary conversion of the Protected Property (the, "Extinguishment Event"), the State Grantee shall be entitled to the Proportionate Value of the proceeds from such Extinguishment Event (the "State Grantee's Share"); provided, however, that such proceeds shall not include the fair market value of any improvements incorporated upon the Permitted Homesteads during the period from and after the Effective Date through the date of the Extinguishment Event. Grantor shall remit an amount equal to the State Grantee's Share to the State Grantee as soon as commercially reasonable following receipt of the proceeds from the Extinguishment Event. Until such time as the State Grantee receives an amount equal to the State Grantee's Share from the Grantor or the Grantor's successor or assigns, the State Grantee shall have a lien against the Protected Property for such amount.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity or utility affecting and/or relating to the Protected Property, shall notify the Grantees in writing, within fifteen (15) days of receipt of said notification.

All proceeds received by the Director shall be credited to the Agricultural Easement Purchase Fund. Notwithstanding the foregoing, all of the proceeds received by the State Grantee from a subsequent sale, exchange, or involuntary conversion of the Protected Property, must be used by the State Grantee in a manner consistent with the conservation purposes of the original grant of the Protected Property under this Easement.

8. Amendment or Modification of Easement

This Easement may be amended or modified only if such amendment or modification furthers or is consistent with the Purpose of this Easement and is in compliance with all applicable laws and regulations in the sole and exclusive judgment of the Grantees. Any amendment or modification must be mutually agreed upon by all parties to this Easement, comply with all applicable laws and regulations, and be signed and duly recorded by the all parties to this Easement or their respective heirs, assigns, or successors. Such amendment or modification of the Easement shall be in the form of a Corrective or Amended Deed of Easement.

9. Perpetual Burden

This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor and the Grantees, and their respective heirs, successors, agents, and assigns.



10. Transfer or Assignment of Easement

Upon prior written consent from the Grantees, this Easement may be assigned or transferred by the Grantees to a public agency or non-profit organization, which, at the time of transfer, is a “qualified organization” under Section 170(h) of the Code, and organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code. The transferee or assignee will be required to carry out in perpetuity the Purpose that this Easement was originally intended to advance.

11. Transfer of Protected Property

Grantor agrees that upon transfer of the Protected Property, or interest in the Protected Property as proscribed above, from one landowner to another, the terms, conditions, restrictions and Purpose of this Easement will be referenced by volume and page number or instrument number in any subsequent deed or other legal instrument by which the Grantor divests himself of any interest in all or part of the Protected Property, and be binding upon the parties of the subsequent deed or other legal instrument. The Grantor agrees to notify the Grantees, their successors, agents and assigns, of any such conveyance in writing at least 30 days prior to closing, or before any purchase agreement or other contract for the sale of land is entered into by the Grantor.

12. Subordination

Any mortgage or lien arising after the date of this Easement shall be subordinate to this Easement. Any liens, mortgages, easements (except maintenance easements and rights of way for already installed utilities) or other clouds on title existing prior to the date of this Easement must be subordinated to this Easement or otherwise appropriately dealt with prior to the execution and recording of this Easement.

13. Re-Recording

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement.

14. Notices

Any correspondence required by this Easement shall be sent to the parties at the following addresses or such addresses as may be hereafter specified in writing:

**Grantor:** Carl P. Tooill, Trustee of the Carl P. Tooill Revocable Trust and Shirley A. Tooill, Trustee of the Shirley A. Tooill Revocable Trust  
2105 Rock Mill Road SW, Lancaster, Ohio 43130.

**Local Grantee:** Fairfield County Board of Commissioners  
210 E. Main Street, Lancaster, Ohio 43130.

**State Grantee:** Ohio Department of Agriculture, Office of Farmland Preservation,  
8995 East Main Street, Reynoldsburg, Ohio 43068.

15. Severability

The provisions of this Easement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

16. Entire Agreement and Waiver

This Easement sets forth the entire agreement between the parties hereto, and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Easement supersedes all prior discussions, negotiations, understandings, or agreements between the parties relating to this Easement, whether written or oral. Originals and supporting documentation are on file with the State Grantee, with a copy available on file with the Local Grantee.

A waiver by any party or any breach or default by the other party under this Easement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

17. Termination of Rights and Obligations

A party's rights and obligations under this Easement terminate upon the transfer of that party's interest in the Easement or Protected Property, except the liability for acts or omissions prior to transfer shall survive transfer.

18. Governing Law

This Easement shall be governed by and interpreted under the laws of the State of Ohio and applicable federal law. Except as otherwise specifically provided, all references to statutes, rules, and regulations in this Easement shall be construed to mean the version of that statute, rule or regulation in effect as of the date on which this Easement is recorded. Any action or proceeding arising out of the terms of this Easement shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

19. No Merger

In the event that either of the Grantees take legal title to Grantor's interest in the Protected Property, the interest conveyed by this Easement will not merge with the fee title but will continue to exist and be managed as a separate estate. In addition, and as soon as possible in such event, the Grantees will transfer this Easement to a qualified organization within the meaning of Section 170(h)(3) of the Code, which has among its purposes the conservation and preservation of land and water areas. No purchase or transfer of the

underlying fee interest in the Protected Property by or to the Grantees, or any successor or assignee, shall be deemed to eliminate these Easement terms, or any portion thereof.

20. Interpretation

The singular of any term, including any defined term, shall include the plural and the plural of any term, including any defined term, shall include the singular. The use of any pronoun with respect to general shall include the neutral, masculine, feminine, and plural. Additionally, all references to either Grantor or Grantees include their respective personal representatives, agents, heirs, successors, devisees and assigns, unless otherwise noted. All exhibits attached hereto and referred to herein are incorporated into and made a material part of this Easement as if fully set forth herein. In the event of any conflict between any exhibit and this Easement, the provisions of this Easement shall govern and control.

[This portion was intentionally left blank.]

**TO HAVE AND TO HOLD** the above-described Agricultural Easement to the use, benefit, and behalf of the Grantees and their successors and assigns forever.

**The Grantor(s)**

Signature: \_\_\_\_\_  
**Carl P. Tooill, Trustee of the Carl P. Tooill Revocable Trust**

**Acknowledgement**

State of Ohio  
County of \_\_\_\_\_)ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Carl P. Tooill, Trustee of the Carl P. Tooill Revocable Trust.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Signature: \_\_\_\_\_  
**Shirley A. Tooill, Trustee of the Shirley A. Tooill Revocable Trust**

**Acknowledgement**

State of Ohio  
County of \_\_\_\_\_)ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Shirley A. Tooill, Trustee of the Shirley A. Tooill Revocable Trust.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Acceptance by State Grantee**

Signature: \_\_\_\_\_

**Jared Parko**  
**Deputy Director of the Ohio Department of Agriculture**

**Acknowledgement**

State of Ohio  
County of \_\_\_\_\_) ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by Jared Parko, Deputy Director of the Ohio Department of Agriculture.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Acceptance by Local Grantee**

**Fairfield County Board of Commissioners**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledgement**

State of Ohio  
County of \_\_\_\_\_) ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, acting for and on behalf of Fairfield County Board of Commissioners.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

This instrument was prepared by:  
Ohio Department of Agriculture  
Office of Farmland Preservation  
8995 E. Main Street  
Reynoldsburg, Ohio 43068

Template Date: 06/14/2023

Exhibit A

Situated in the County of Fairfield, in the State of Ohio and in the Township of Amanda:

Tract One:

Being a part of the east half of Section No. 14, Township No. 13, of Range No. 20 and bounded as follows:

Beginning at a stone in the northern boundary line of said Section No. 14, 102 rods west of the northeast corner of said section, thence along said northern boundary 64 rods to the northwest corner of the northeast quarter of said Section; thence South along the western boundary line of said northeast quarter 161 1/2 rods to the southwest corner of said northeast quarter; thence East along the south boundary line of said northeast quarter 15 rods to the northeast corner of George Dysinger's land; thence South into the southeast quarter of said section along said Dysinger's line 32 1/2 rods to a stone; thence East 151 rods to the east boundary line of said section to a stone; thence north along said eastern boundary line 94 rods; thence West 102 rods to a stone; thence North 100 rods to the place of beginning, estimated to contain one hundred and thirty five (135) acres.

Reference is hereby had to the deed from James A. Devine, Receiver of the Security Savings Company, A Corporation, to Lawrence E. Eschbaugh, dated June 28th, 1932, and recorded in Vol. 184, page 100, Deed Records, Fairfield County, Ohio.

Tract Two:

The following described real estate, situate in the County of Fairfield in the State of Ohio, and in the Township of Amanda, and being known and distinguished as a part of the Northeast Quarter of Section 14, Township 13, Range 20 and bounded and described as follows:

Beginning at the Northeast corner of said Quarter section at a stone; thence South variation 53 west 25 chains to a stake; thence West variation 60 West 25 chains and 50 links to a stake; thence North variation 55 West 25 chains to a stone; thence East variation 60 west 25 chains and 50 links to the place of beginning, containing 63.75 acres more or less.

Reference is hereby had to the deed from Minda Harvey, unmarried, to Lawrence E. Eschbaugh, dated August 5th, 1994, and recorded in Vol. 206, Page 521, Deed Records, Fairfield County, Ohio.

Reference is hereby had to the Certificate of Transfer of Real Estate in the Estate of Lawrence Edward Eschbaugh, Deceased, dated June 3rd, 1958, and recorded in Volume 279, Page 270, Deed Records, Fairfield County, Ohio.

Reference is also had to the Warranty Deed from Claude Eden, unmarried, to Clifford S. Graham and Frances R. Graham, dated June 5th, 1958, and recorded in Volume 279, Page 272, Deed Records, Fairfield County, Ohio.

Parcel Number 001-00145.00

Known as: 2105 Rockmill Road South



EXHIBIT A-1

Route of Ingress and Egress  
Of  
Property Under This  
Deed of Agricultural Easement

Parcel of EXHIBIT A has public road frontage along Rock Mill Road.

The aforementioned road is a public highway which will provide Ingress and Egress to the subject property as it is described in EXHIBIT A of this Deed of Agricultural Easement.

EXHIBIT A-2

Map of Easement Area Boundary

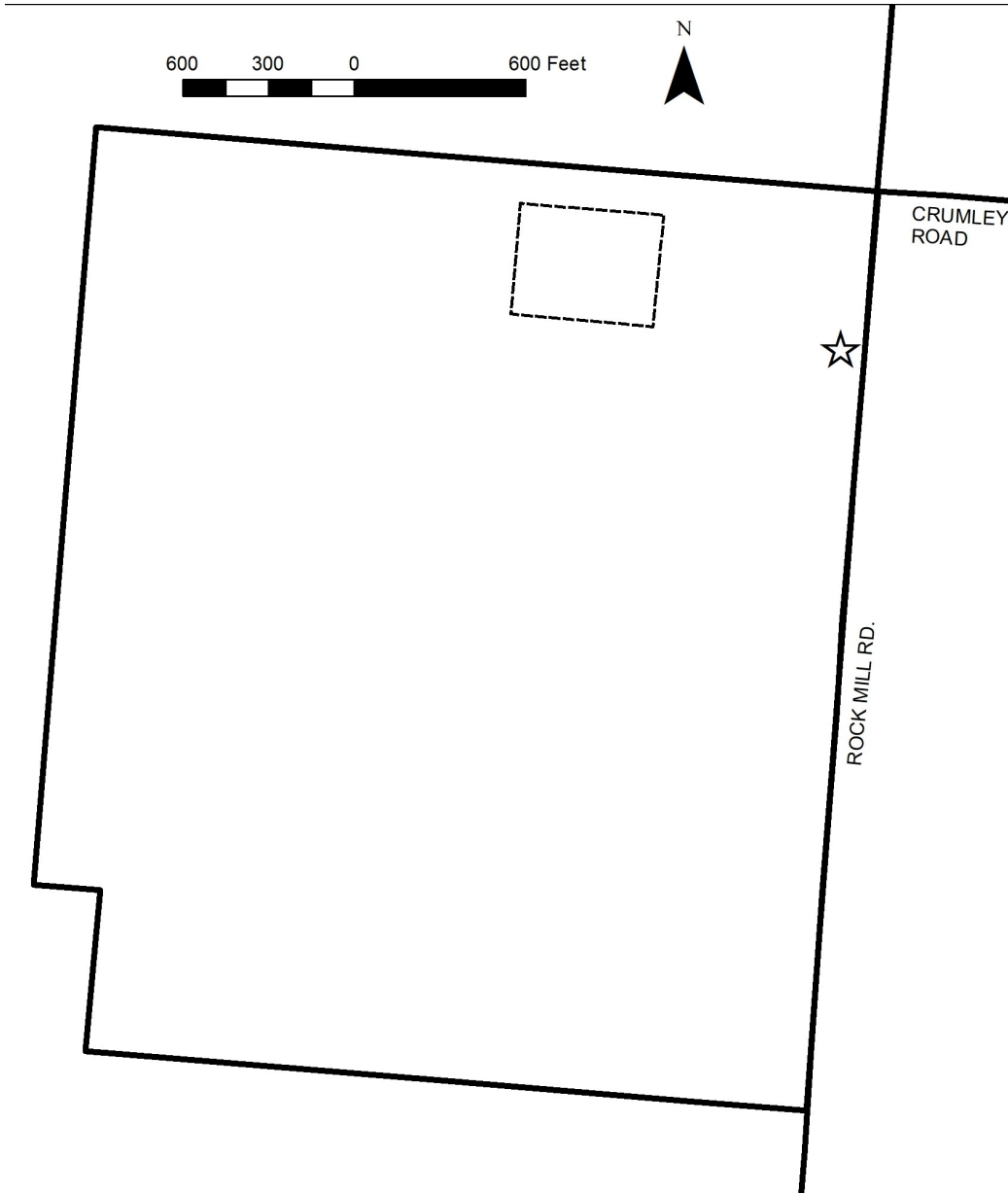
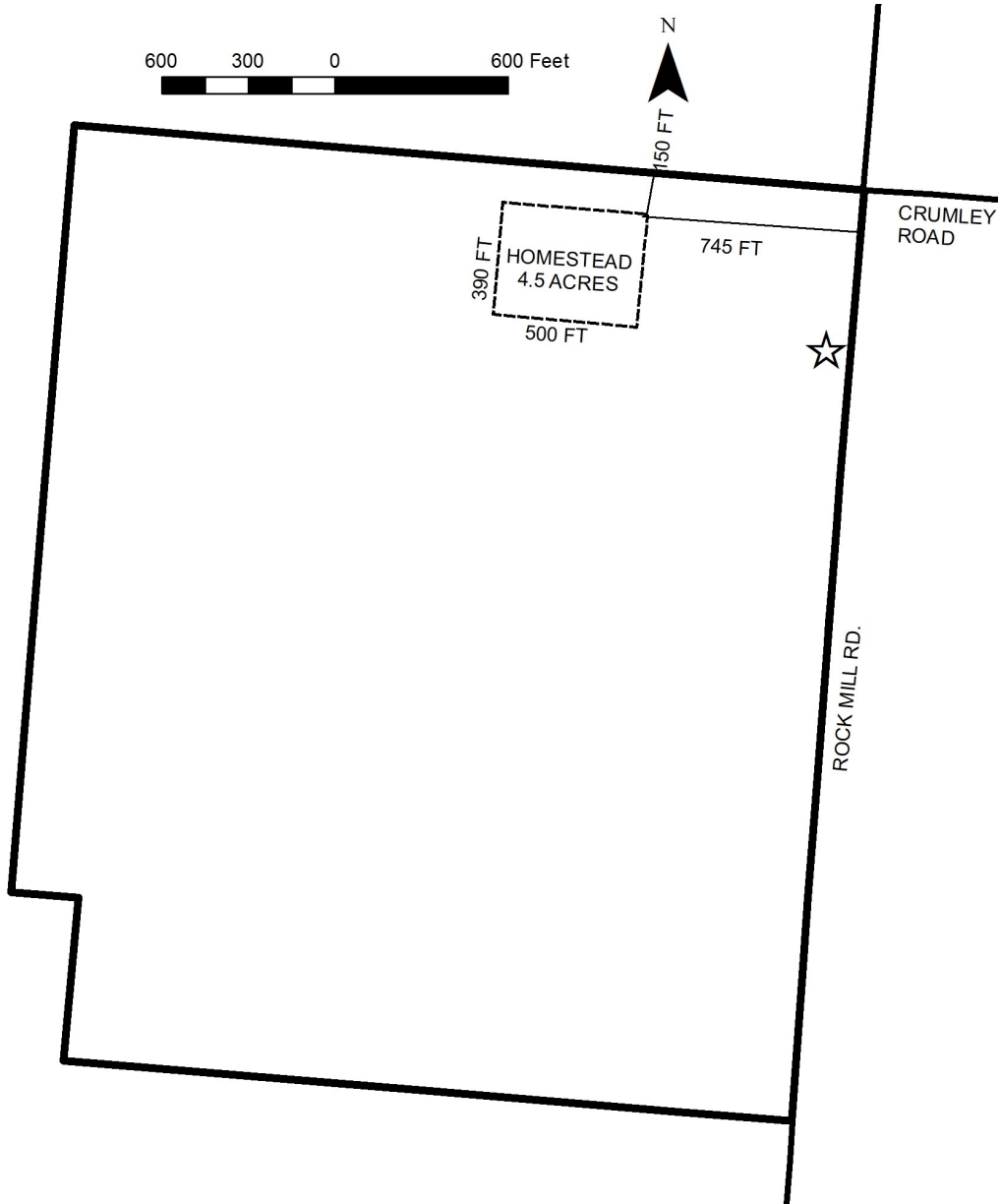


EXHIBIT C

Map of Homestead



**EXHIBIT D**

Approved Easements and Rights of Way

- 1) Electric Line Right of Way Easement to South Central Power Company, filed for record in Volume 1763, Page 132, Official Records, Fairfield County, Ohio.

Prosecutor's Approval Page

Resolution No.

A resolution to sign the Agricultural Easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program at a closing to be scheduled with the Ohio Department of Agriculture.

(Fairfield County Soil and Water Conservation District)

Approved as to form on 4/24/2024 9:33:35 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.30.v

A Resolution to Sign the Agricultural Easement for the Tooill Farm through the Clean Ohio Local Agricultural Easement Purchase Program at a Closing to be Scheduled with the Ohio Department of Agriculture

(Fairfield County Soil and Water Conservation District)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**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 May 2, 2024.

---

**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

**INVOICES BY DEPARTMENT**

05/02/2024 to 05/02/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1200</b>			<b>COMMISSIONERS ADMIN</b>						
			<b>Fund: 1001 - GENERAL FUND</b>						
1584555	05/02/2024	80132	AUNDREA N CORDLE	4/2024	04/01/2024	24000058	C0430	CELL PHONE STIPEND 4/2024	60.00
1584556	05/02/2024	82133	JEFF PORTER	4/2024	04/01/2024	24000065	C0430	MONHTLY CELL PHONE STIPEND 4/2024	60.00
5399843	05/02/2024	77570	LANCASTER CITY AUDITOR	1/1-3/31/24	01/01/2024	24000529	C0430	Muni Clerk Payroll Reimbursement 1/1-3/31/24	32,221.20
5399843	05/02/2024	77570	LANCASTER CITY AUDITOR	1/1/2024-3/31/24	01/01/2024	24000530	C0430	MUNI COURT PAYROLL REIMB 1/1/24-3/31/24	59,474.09
								<b>TOTAL: COMMISSIONERS ADMIN</b>	<b>91,815.29</b>



**INVOICES BY DEPARTMENT**

05/02/2024 to 05/02/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1210</b>			<b>JOB &amp; FAMILY SERVICES</b>						
			<b>Fund: 2018 - FCJFS - PUBLIC ASSISTANCE</b>						
5399842	05/02/2024	6640	FF CTR FOR DISABILITIES MARCH 2024 & CEREBRAL PALSY		03/01/2024	24001247	C0430	2024-2025 TRANSPORTATION	81,878.50
							<b>TOTAL: JOB &amp; FAMILY SERVICES</b>		<b>81,878.50</b>

**INVOICES BY DEPARTMENT**

05/02/2024 to 05/02/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
---------	------------	----------	-------------	-----------	--------------	------	---------	-----------------------	--------

Summary Total for this report: **\$173,693.79**

\_\_\_\_\_  
Commissioner Steven A. Davis

\_\_\_\_\_  
Commissioner Jeffrey M. Fix

\_\_\_\_\_  
Commissioner David L. Levacy

\_\_\_\_\_  
Date

Signature Page

Resolution No. 2024-04.30.w

A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

David L. Levacy, President	Aye
Jeffrey M. Fix, Vice President	Aye
Steven A. Davis	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

**HANDOUTS PROVIDED  
BY THE PUBLIC  
DURING THE  
PUBLIC COMMENT  
SECTION OF THE  
MEETING ARE  
CONTAINED  
HEREAFTER**



# CITIZENS FOR FAIR FIELDS

*Did you know there are currently 3 industrial solar projects being planned on prime farmland in Fairfield county?*

Targeted areas include Amanda, Liberty, Pleasant, Richland, and Walnut townships in excess of 5100 acres.

*Did you know the power generated by these industrial solar projects will not remain in Ohio?*

The power generated will be managed by PJM to supply 13 states and the District of Columbia.

*Did you know that there will not be a vote changing the use of this land from production agriculture to industrial solar?*

County Commissioners, Township Trustees & the public will have to make their opinions known to the Ohio Power Siting Board.

An old-fashioned letter writing campaign will be extremely important in making concerns known.

*Did you know 10 counties in Ohio have prohibited industrial solar developments?*

Please contact our County Commissioners and ask them to do the same.

*Did you know solar companies tell the lessors the land will be returned to its original state once the project is decommissioned?*

After regrading, removing topsoil, destroying subsurface drainage, and creating heavy limestone driveways, we don't know how it will ever be restored suitable for growing crops.

## WE HAVE A LONG LIST OF CONCERNS

- mental and physical health and safety to humans
- quality of surface water, ground water, including aquifers, any water source used for public consumption or recreation
- land, soil, including drainage and erosion issues, vegetation and other environmental concerns including deforestation of the area
- health and safety of domestic animals, livestock, wildlife and aquatic life
- hazards and effects of above ground and underground construction materials, including materials degrading, noise and light pollution, fire, chemical contamination, ability of panels to withstand our weather, electromagnetic field radiation, glint and glare, leaching of toxins and visual buffering deficiencies of a solar array
- damage to our road and bridge infrastructure
- impact of such projects on property values

PRESORTED STANDARD  
U.S. POSTAGE PAID  
LOUISVILLE, KY  
PERMIT 1445  
ECRWSS

LOCAL  
POSTAL CUSTOMER

## WHAT CAN YOU DO?

### WRITE TO FAIRFIELD COUNTY COMMISSIONERS:

Steve Davis, Jeff Fix and Dave Lewacy  
201 E. Main Street, Room 301  
Lancaster, Ohio 43130

Or email the Commissioners:

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

### WRITE TO WALNUT TOWNSHIP TRUSTEES:

Bill Yates, Terry Horn and Doug Lath  
11420 Millersport Road NE  
Millersport, Ohio 43048

Or email the Trustees:

[www.walnuttownshiptrustees.com/trustees](http://www.walnuttownshiptrustees.com/trustees)

### WRITE TO:

THE HONORABLE TROY BALDERSON  
2429 Rayburn House Office Building  
Washington, DC 20515-3512

Tim Schaffer - Ohio Senate District 20  
Senate Building 1 Capital Square 1st Floor  
Columbus, Ohio 43215

Jeff LaRie - Ohio House District 77  
77 S. High Street 11th Floor  
Columbus, Ohio 43215

Sign our petition - to show your support

Put a sign in your yard

Join our Facebook group  
Citizens for Fair Fields

Visit our website  
to stay up-to-date with what is happening  
[citizensforfairfields.org](http://citizensforfairfields.org)

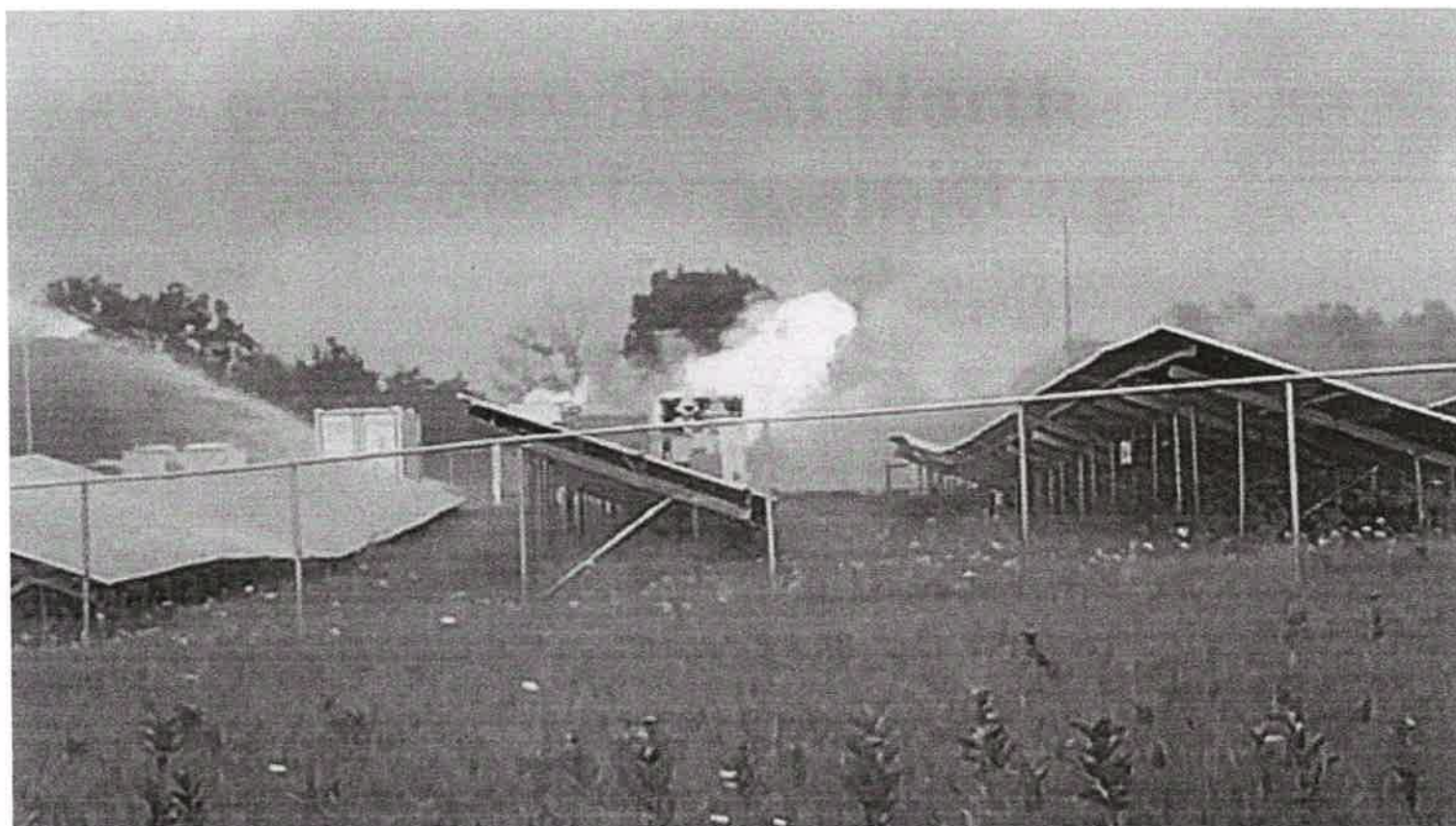




# Large battery fire at North Country solar farm emitting potentially toxic smoke, governor says

by CNY Central

Thursday, Jul 27th 2023



A photo of a large fire at a solar farm in Jefferson County. (Photo: Provided by WWNY){p}{/p}

04/30/2024

# Solar farm pelted by giant hail as severe storm ripped through Nebraska

John Engel

6.30.2023

Share



*Hail severely damaged a solar farm in Scottsbluff, Nebraska on June 23, 2023. (Courtesy: Nebraska Public Power District)*







AGDAILY



NEWS SMARTNEWS WEATHER

# Concerns ignited after swaths of solar panels destroyed in Texas storms



By AGDAILY Reporters • Published:

March 28, 2024



# STEWARDSHIP

## LEGACY



Something transmitted by or received from an ancestor or predecessor or from the past.

**My grandfather in 1909 sitting on the lap of his father.**



The careful and responsible management of something trusted to ones care.

**My grandsons in 2024 planting.**

**These boys are the 7th generation to work this farm. They deserve their legacy of farmland.**

My name is Laura Steele and I am a lifelong resident of Amanda Township in Fairfield County. I want to talk to you, again tonight, about the concepts of legacy and stewardship.

Legacy: Something transmitted by or received from an ancestor or predecessor or from the past.

Stewardship: The careful and responsible management of something entrusted to one's care.

My Great Grandfather along with his father, my Great-Great Grandfather purchased a 120 acre farm in Amanda Township in 1909. He lived in that home for the first 90 years of his life. He farmed the farm for his entire life after his father farmed it. When my father returned from the Navy in 1961 he started farming the land with his father. He and my mother have added to the farm by purchasing land to be farmed. My husband began farming with my father with my grandfather still helping out in 1992 when he received his ag degree. My husband and I have added land to the farm. My son has been farming with my father and his dad since he was old enough to join them on the tractor. He has been full time on the farm since 2018 when he graduated with his ag degree. He and his wife are raising their sons in the house my great great grandfather and grandfather purchased in 1909. They have purchased land to add to the family farm. Over the years the farm has grown through purchased and rented ground to around 1000 acres.

That is a legacy.

My grandsons deserve the chance to continue on that legacy. They would be the 7th generation on the farm if they decide to farm. I do know what the impact on the drainage to our land will be and if it makes it so they may not be able to farm the land. Our rights, as property owners, who have added each generation to the land that we farm, deserve to be respected. We live in a township that is zoned agricultural. I as a property owner do not have the right to lease my land for a warehouse, sell for a subdivision or



## A Vision

A Poem by Wendell Berry

If we will have the wisdom to survive,  
to stand like slow-growing trees  
on a ruined place, renewing, enriching it...  
then a long time after we are dead  
the lives our lives prepare will live  
here, their houses strongly placed  
upon the valley sides, fields and gardens  
rich in the windows. The river will run  
clear, as we will never know it,  
and over it, birdsong like a canopy....  
On the steeps where greed and ignorance cut down  
the old forest, an old forest will stand,  
its rich leaf-fall drifting on its roots.  
The veins of forgotten springs will have opened.  
Families will be singing in the fields.  
In their voices they will hear a music  
risen out of the ground....  
Memory,  
native to this valley, will spread over it  
like a grove, and memory will grow  
into legend, legend into song, song  
into sacrament. The abundance of this place,  
the songs of its people and its birds,  
will be health and wisdom and indwelling  
light. This is no paradisaal dream.  
Its hardship is its possibility.



Liberty township citizens are in discussion with township trustees regarding solar "farms"		
By signing this document you are stating that you oppose solar "farms" does not apply to solar for residential property		
Name	Address	signature
Stephen G. Venturini	3915 Blacklick Rd W.	
Jacy a. Johnson	3887 Blacklick Rd NW	S. Johnson
Carolyn McDowell	3900 Blacklick RD NW	Carol
Greg Szymanski	3831 Blacklick Rd NW	Greg Szymanski
Eric Galt	3735 Blacklick Rd NW	Eric Galt
Andra Martin	3585 Blacklick Rd. N.W	Andra Martin
Michael J. McBratney	3475 Blacklick Rd NW	
Joseph Lupidi	3491 Blacklick Rd NW	Joseph Lupidi
Kathy Brooks	3405 Blacklick rd NW	Kathy Brooks
Geri Smith	3350 Blacklick Rd NW	Geri Smith
Jeff Drake	3345 Blacklick Rd NW	Jeff Drake
NANCY DRAKE	3345 Blacklick Rd NW	Nancy Drake
GREGORY S FORD	3245 Blacklick Rd NW	Gregory S Ford
Suzanne D. Pietro	3120 Blacklick Rd NW	Suzanne D. Pietro
David DiPietro	3120 Blacklick Rd NW	David DiPietro
MATTHEW M. SMITH	2933 BLACKLICK RD NW	
AMY PRATHER-SMITH	2933 BLACKLICK ROAD, BALTIMORE	Amy Prather Smith
Rebecca Miller	2913 Blacklick RD NW	Rebecca Miller
Danielle Niemann	2829 Blacklick Rd NW	Danielle Niemann
George Chernisky	2803 BLACKLICK RD NW	George Chernisky
Bethany Gwinn	2705 Blacklick Rd NW	Bethany Gwinn

04/30/2024

I verify I witnessed signatures Sign: Sue M

Liberty township citizens are in discussion with township trustees regarding solar "farms"  
 By signing this document you are stating that you oppose solar "farms" does not apply to soloar for residential property

Name	Address	signature
Thomas Marsh	1130 Blacklick Rd NW	Thomas Marsh
Garland Snyder <sup>Garland Snyder</sup>	150 Blacklick Rd N.W.	Garland Snyder
Sally Watson	150 Blacklick Rd NW	Sally Watson
Cindy Keller	155 Blacklick Rd	Cindy Keller
Rebecca Schuker	517 Blacklick Rd	Rebecca Schuker
Christy Campbell	585 Blacklick Rd	Christy Campbell
Sarah Brazier	589 Blacklick rd.	Sarah Brazier
Mark Belmer	667 Blacklick rd	Mark Belmer
Charles R. Fety	867 Blacklick Rd	Charles R. Fety
Jc Fery's Keller	1170 Blacklick Rd NW	Jc Fery's Keller
Ben West	1280 Blacklick Rd NW	Ben West
Austin Davis	1370 Blacklick Rd NW	Austin Davis
Ashley Withers	1370 Blacklick Rd NW	Ashley R Withers
YVONNE DOWNS	1390 BLACKLICK RD NW	Yvonne M. Downs
John Yorke	1390 Blacklick Rd. NW	John Yorke
Howard Held	1420 Blacklick NW	Howard Held
Paul Haas	1470 Blacklick NW	Paul Haas
Sue Haas	1470 Blacklick Rd NW	Sue Haas
Jon Davis	Blacklick Rd NW	Jon Davis
Rose Swayne	1538 Blacklick Rd NW	
Ann Swayne	" " "	

solar farm limits

04/30/2024 I verified all the signatures signs Sue Magzari 326







Liberty township citizens are in discussion with township trustees regarding solar "farms"  
 By signing this document you are stating that you oppose solar "farms" does not apply to solar for residential property

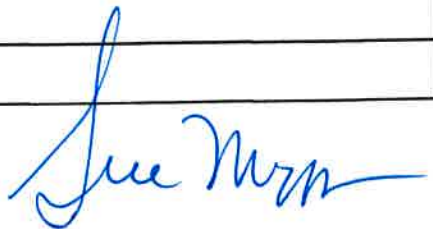
Name	Address	signature
Thomas Ball	4980 Blacklick Rd NW	Thomas Ball
Craig Lamb	4740 Blacklick Rd NW	<del>Craig Lamb</del>
Rebecca Utzinger	4740 Blacklick rd NW	Rebecca Utzinger
Kathy Lupidi	4620 Blacklick Rd. N.W.	Kathy Lupidi
Jerry Utzinger	4540 Blacklick Rd NW	Jerry Utzinger
Richard Utzinger	4497 Blacklick Rd N.W.	Richard Utzinger
Janna Mahaffey	4421 Blacklick Rd NW	Janna Mahaffey
Chris Senuli Indin	4380 Blacklick Rd NW	Chris Senuli Indin
Dale McGardovec	4380 Blacklick Rd NW	Dale M. Indin
Kirk Fries	4233 Blacklick Rd NW	Kirk Fries
Michelle Horvath	4205 Blacklick Rd. N.W.	Michelle Horvath
Alice Hunter	4135 Blacklick R. N.W.	Alice L. Hunter
John Hunter	4135 Blacklick NW	John Hunter
Nancy L Waldren	4179 Blacklick Rd NW	Nancy L. Waldren
Donald W WALDREN	4179 Blacklick Rd. NW	Don Waldren
Ray Stone	4113 Blacklick rd. n/w	Ray Stone
Donna Stone	4113 Blacklick rd. n/w	Donna Stone
Laverne Burns	4055 Blacklick Rd NW	Laverne Burns
Evelyn R. Rice	3991 Blacklick Rd NW	
Borden Rice	3991 Blacklick Rd NW	
Sandra L. Venturini	3915 Blacklick Rd. N.	

04/30/2024

I verify & witnessed signatures signed Sue Miller



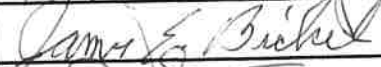


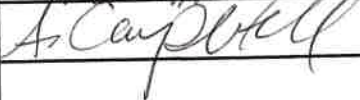
Liberty township citizens are in discussion with township trustees regarding solar "farms"  
 By signing this document you are stating that you oppose solar "farms" does not apply to solar for residential property

Name	Address	signature
Don Seymour	1405 Blacklick Rd NW	
Shannon Hammeke	1575 Blacklick Rd. NW	
Paula Biegel	1645 Blacklick Rd NW	Paula Biegel
Bruce E. Biegel	1645 Blacklick Rd. NW	Bruce E. Biegel
Mary Beresch	1728 Blacklick Rd NW	Mary E. Beresch
Megan Mazzarini	1792 Blacklick Rd NW	Megan Mazzarini
Richard Mazzarini	1792 Blacklick Rd NW	
Sue Mazzarini	1805 Blacklick Rd NW	

I verify & witness all signatures - Sue Mann 




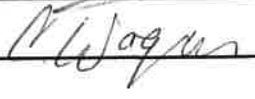
Liberty township citizens are in discussion with township trustees regarding solar "farms"  
By signing this document you are stating that you oppose solar "farms" does not apply to solar for residential property

Name	Address	signature
Grace Burns	2779 Blacklick rd NW	
KEN Mc Coy	2755 Blacklick NW	
James E. Bichel	2705 Blacklick	
Troy Snider	2617 Blacklick Rd NW	
Alex Rober	2005 Blacklick Rd	
Allison Campbell	1910 Blacklick Rd NW	

I verify I witnessed signatures sign's Lee Mr



Liberty township citizens are in discussion with township trustees regarding solar "farms"  
 By signing this document you are stating that you oppose solar "farms" does not apply to solar for residential property

Name	Address	signature
Dakota Kuhlman	2877 Bickel Church Rd	
Crest Wagon	2877 Bickel Church Rd	

I verify I witnessed signature signing - Sue M...

# Do large-scale photovoltaic projects impact sales prices of close-by homes?

<https://emp.lbl.gov/news/do-large-scale-photovoltaic-projects-impact>

March 2, 2023

## *New Berkeley Lab study finds evidence of relative decreases in home sale prices within 0.5 miles of large-scale photovoltaic projects in three of six states studied.*

The construction of large-scale photovoltaic projects (LSPVPs), defined here as ground-mounted photovoltaic generation facilities with at least 1 megawatt (MW) of direct current generation capacity, can be linked to a number of possible local economic impacts, including job creation, tax revenue, local landowner income, and changes to home sale prices to name a few. Many of these economic impacts remain understudied and/or undiscovered; in this study, we partly fill that gap by evaluating the impact of LSPVP development on home sale prices.

The new Lawrence Berkeley National Lab analysis “Shedding light on large-scale solar impacts: an analysis of property values and proximity to photovoltaics across six U.S. states” compiles a unique dataset that includes home transactions and LSPVP footprints in California (CA), Connecticut (CT), Massachusetts (MA), Minnesota (MN), New Jersey (NJ), and North Carolina (NC), which together account for over 50% of the installed MW capacity of LSPVP in the U.S. Our analysis includes over 1,500 LSPVPs and over 1.8 million home sale transactions.

The study, published in Energy Policy in open-access format, is available here: <https://emp.lbl.gov/publications/shedding-light-large-scale-solar>. The authors will host a webinar covering the results of the study on March 22<sup>nd</sup> at 12 PM Eastern / 9 AM Pacific. Register here: [https://lbln.zoom.us/webinar/register/WN\\_7c4j1nGnRuKnvbYYmJrXyw](https://lbln.zoom.us/webinar/register/WN_7c4j1nGnRuKnvbYYmJrXyw) (link is external)

**Our analysis finds that the effects of large-scale solar projects on home sale prices depend on many factors that are not uniform across all solar developments or across all states.**

For homes within 0.5 miles of a LSPVP compared to homes 2-4 miles away, we found a reduction in home sale prices in MN (4% reduction), NC (5.8%), and NJ (5.6%) and no statistically significant effects in the other three states (CA, CT, and MA). Using data from all six states, we identified a home sale price reduction of 1.5% for homes within 0.5 miles of a LSPVP compared to homes 2-4 miles away. For the mean selling price in our sample of roughly \$400,000, a 1.5% diminution equates to roughly \$6,000.

Certain cohorts of LSPVP projects were found to have either higher or lower sale price effects within 0.5 miles than the sample-wide average, or no statistically significant effects at all within that distance. Those heterogeneous impacts and their implications are summarized in Figure 1 and discussed briefly below.

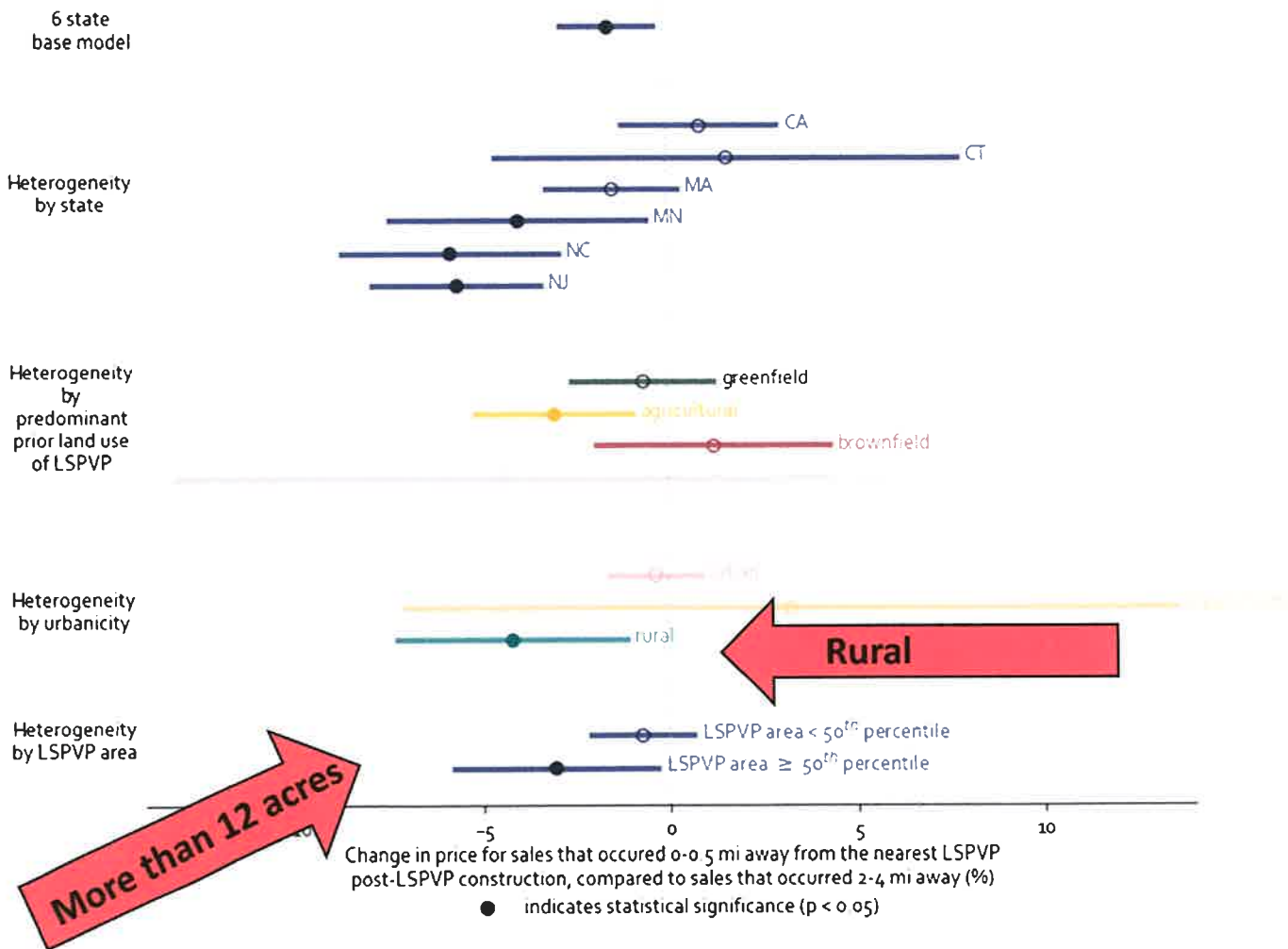


Figure 1. Results from base six-state model as well as each heterogeneity analysis, showing average home price effects for cohorts of homes 0-0.5 miles away from nearest constructed LSPVP as compared to those 2-4 miles away. Range of change in price represents the 95th percent confidence interval.

**Only LSPVPs developed on previously agricultural land, LSPVPs near homes in rural areas, and larger LSPVPs were found to be linked to adverse home sale price impacts within 0.5 mile.**

When we account for the prior land use of LSPVPs, the population density in the area of the sold homes, and the size of LSPVPs, we find that adverse home sale price impacts are only found to be statistically significant for LSPVPs on previously agricultural land, homes in rural areas (low population density), and near LSPVPs with an area larger than the median area of LSPVPs in our dataset (roughly 12 acres, equating to between four and seven megawatts).

**None near the 1700 acres in our area.**

We did not find evidence of statistically significant effects on home sale prices near LSPVP developed on greenfield, brownfield, and mixed land use developments. Further, homes in urban (high population density) or urban cluster (medium population density) regions are not found to be impacted significantly. Finally, we do not find effects on sale prices for homes near LSPVPs with an area smaller than the median area of LSPVPs in our dataset (12 acres).

**A fuller understanding of the economic impacts of LSPVPs, and the cause of the impacts detected in this study, will require a variety of research methods, sites, and scales.**

This study contributes to a growing body of evidence on the impacts of LSPVPs on residential home sale prices, using a unique dataset of LSPVP footprints and extending the analysis to geographies that have not, to our knowledge, been studied before. Although the analysis provides fairly precise measurements of correlations likely with little bias, determining the causation of these impacts is beyond the scope of this work. The analysis did not include consideration of site features or site design, for example setbacks or landscaping features, which could play a role in nearby property valuation. Further, the study does not examine the attitudes or sentiment of the neighboring communities, or of home sellers and buyers, toward the LSPVPs, which could influence property valuations near LSPVPs. Finally, the study did not examine broader economic impacts or benefits to host communities from large-scale solar projects, which might positively impact home sale prices.

The heterogeneity of our results also indicates the importance of place and project-specific assessments of LSPVP development and policy practices. This heterogeneity may point to the importance of studying new siting strategies for rural, large, or agricultural installations – for instance, the co-location of agricultural land uses and solar development.

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