

Regular Meeting #23 - 2024
Fairfield County Commissioners' Office
May 28, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Officer, Staci Knisley; Budget Director, Bart Hampson; Deputy Director of JFS, Heather O'Keefe; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Deputy Director, Deshawn Toney; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnel and Amy Brown-Thompson; Auditor, Dr. Carri Brown; Deputy Director of Operations for the Engineer's Office, Jason Grubb; Recorder, Lisa McKenzie; Interns, Kara Wilmoth and Kelson Carey; ADAMH Executive Director, Marcy Fields; ADAMH Program Coordinator, Miranda Gray; RPC Interim Director, Holly Mattei; JFS Adult Protective Services, Chloe Griffith, Kate Varga, and Jennifer Donnell; Health Department's Director of Health Promotion, Baylie Blevins; Visitation Center Director and Staff, Mandi Crist, E. Household, Addie Sexten, and Kelly Kouchel; and Domestic Court Judge, Laura Smith. Also in attendance: Sherry Pymmer; Carrie Ayers; Lydia Coakley; Bryan Everitt; Jennifer Henery; Billy Robinette; and Anthony Taylor.

Virtual attendees: Joshua Horacek, Sarah Fortner, Tiffany Daniels, Arika Farrar, Toni Ashton, Belinda Nebbergall, Jessica Murphy, Deborah, Aubrey, Austin Lines, Lori Hawk, Gregory Forquer, Nicole, Jennifer Morgan, Stacy Hicks, Shelby Hunt, Ashley Arter, Abby Watson, Jeffrey Barron, Britney Lee, and Brian Wolfe.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Introduction of Interns

Mr. Kochis introduced the new Facilities Department intern, Kelson Carey, who is an Engineering student at OSU.

Mr. Carey stated he was happy to be interning with the county.

Kara Wilmoth, the new Human Resources intern, stated she is a sophomore at Kent State University and that she is in her third week of the internship.

Ms. Cordle spoke about the opportunities provided by the MORPC Internship Program.

Listen & Learn, ADAMH Executive Director, Marcy Fields

Commissioner Levacy spoke about the ADAMH dinner and welcomed the Executive Director of ADAMH, Marcy Fields. Ms. Fields provided a PowerPoint presentation which is available in the minutes and spoke about ADAMH, a county level behavioral health agency authorized by the ORC. ADAMH operates a 14 member volunteer board with 13 staff members and is a local entity that serves Fairfield County. The Fairfield County ADAMH system consists of 14 Network of Care agencies, hosts over sixty training and educational events each year, and is partially funded by federal and state grants. Two-thirds of the board's budget comes from local taxpayer dollars. Additional agency vendors are used for services such as recovery housing and the board continues to build the crisis care continuum. Ms. Fields spoke of the opening of the STARLight Center, a short-term voluntary treatment center for adults in crisis and

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OhioGuidestone, the Network of Care provider who staffs the STARLight Center. She then introduced Miranda Gray to speak about Venture Place, the Supported Housing & Homeless Outreach Project with a 24 unit apartment building for those at risk of homelessness.

Ms. Gray spoke about Tim Hubbell, the Lutheran Social Services staff member, that continues to meet with unsheltered folks in the community. For the fiscal year 2025, the allocation has been increased to LSS so that Tim can get individuals what they need. ADAMH is contributing and the county is also providing \$3M in funding. Fairfield Center of Hope will provide programming for Venture Place and the project will provide for renovations at the LSS shelter located at 1665 E. Main Street, and for the addition of three apartments at Fairhaven Place for Veterans Housing.

Ms. Fields spoke about the next goals and projects, and about a community assessment performed in part by the Ohio University Voinovich School

Ms. Gray spoke about workforce barriers due to a lack of licensed clinicians for support services and Ms. Fields and Ms. Gray played two videos regarding workforce development and the recruitment of behavioral health professionals in Fairfield County.

Ms. Cordle stated that the workforce videos could be added to the county's social media.

Commissioner Levacy spoke about staff funding, and compliance with federal rules for healthcare professionals.

Commissioner Fix spoke about the great strides of the Fairfield County ADAMH Board.

Commissioner Davis stated that Ms. Field's leadership is a point of pride for Fairfield County.

ADAMH Board Interview, Dr. Cenell Boch

Dr. Boch joined the meeting virtually and introduced herself.

Commissioner Fix asked Dr. Boch about her background and why she was interested in volunteering on the ADAMH board.

Dr. Boch spoke about her education and stated that she has 25 years' experience in health and welfare promotion. She stated that she has enjoyed working with the ADAMH board as a presenter and that she has a non-profit where she promotes health and wellness in the community.

Commissioner Fix asked Dr. Boch what she believed was the greatest opportunity for ADAMH.

Dr Boch replied that she believed the greatest opportunity would be to add more youth services.

Commissioner Fix thanked Dr, Boch for her willingness to serve and stated that volunteer positions in our community are very important.

Commissioner Davis asked Dr. Boch about her process to prepare for the interview.

Dr. Boch spoke about her interaction with the ADAMH board and completing the application.

Commissioner Levacy stated that there is a time commitment involved when volunteering for the ADAMH board and asked if she would have the available time.

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Dr. Boch stated she would like to speak with the board about the possibility of an increase in the time commitment.

Ms. Fields stated that she had worked with Dr. Boch previously and that she lives in an area of the county that does not currently have representation on the board.

Commissioner Levacy spoke about the many volunteer opportunities in the county.

Commissioner Fix added that Dr. Boch does a nice job working with the Bremen chamber.

ADAMH Board Interview, Baylie Blevins

Commissioner Levacy introduced the next applicant, Baylie Blevins who works with the Fairfield County Health Department.

Ms. Blevins spoke about graduating from the University of Akron with a degree in Emergency Management and added that she is currently pursuing her master's degree at Kent State University.

Commissioner Fix asked about Ms. Blevins' desire to be on the ADAMH board.

Ms. Blevins spoke about her passion to get involved with the mental health field and added that the ADAMH board does a great job with mental health equity.

Commissioner Davis asked Ms. Blevins about her process to prepare for the interview.

Ms. Blevins stated that she first ensured that there was not a conflict with her current role and then filled out the application.

Commissioner Levacy asked Ms. Blevins if she has the available time for the commitment and Ms. Blevins replied that the ADAMH board commitments align perfectly with her schedule.

Commissioner Fix thanked Ms. Blevins for applying, and for her willingness to serve.

Community Development Block Grant (CDBG) 2nd Hearing

Ms. Mattei spoke about the Community Development Block Grant Program process and provided a PowerPoint presentation. She stated that Fairfield County participates in the allocation program and that the City of Lancaster is considered an entitlement community under the program. The allocation for the project totals \$390,000. The Village of Rushville has sewers and lagoons over 30 years old and the flow meter needs to be replaced. The Village of Amanda needs ADA curb ramps and the Village of Bremen, walking path repairs and replacement. The Neighborhood Revitalization Program is designed to improve the quality of life in distressed residential areas and is comprised of grants and matching funds. The Village of Bremen will match \$45,000 of funding for items such as paving, drainage, sidewalks, community pool improvements, and a softener at the water treatment plant. She stated that once the Commissioners adopt the authorizing resolution, Regional Planning would complete and submit the grant application to the state.

Commissioner Davis complimented Mayor Henderson from the Village of Pleasantville for being so very gracious to other communities when they are awarded funding.

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Carrie Ayers from the Village of Amanda, Jennifer Hennerly from the Village of Rushville, and Anthony Taylor (Mayor), Lydia Coakley, and Billy Robinette, from the Village of Bremen all spoke briefly about their projects and thanked the Regional Planning Commission and the Commissioners for their parts in the CDBG grant process.

Commissioner Levacy closed the CDBG Hearing at 9:53 a.m.

Proclamations

The Commissioners recognized Supervised Visitation Month by providing a proclamation to Judge Smith and the staff of the Visitation Center. Judge Smith thanked the Commissioners for their support of the Visitation Center and spoke about the vital role the center plays for families and about funding provided through grants. She added that the Commissioners also support the Visitation Center and that the center has become a model for other communities.

The Commissioners provided a proclamation to the Adult Protective Services (APS) team at Job and Family Services, for Elder Abuse Awareness Month. The APS team, including Heather O'Keefe, Chloe Griffith, Kate Varga, and Jennifer Donnell, thanked the Commissioners for recognizing Elder Abuse Awareness Month and spoke about the upcoming breakfast to bring awareness on June 12, 2024, at 8:00 a.m., at the Life Church Vineyard in Pleasantville.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

Interim Dean of Campus and Community Relations, Ohio University Lancaster

I received an email from Dr. Lewatis McNeal, Ohio University Vice Provost for Regional Higher Education and Partnerships, announcing the appointment of Dr. Martha Kline as the Interim Dean of Campus and Community Relations at Ohio University Lancaster. Dr. Kline has been a part of the Ohio Lancaster community since 1996 in various roles, including Coordinator for the University Division and Faculty Chair. She most recently served as the Associate Professor of Chemistry. Dr. Kline's impressive career includes a Research Associate at the Center for Drug Discovery in Gainesville, Florida, and a Post doctoral Fellowship at the University of British Columbia in Vancouver. She holds a PhD from the University of North Carolina in Chemistry.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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There are 27 resolutions on the agenda for the voting meeting.

Resolutions of note:

- There is a resolution to approve two proclamations. One proclamation recognizing May as Supervised Visitation Awareness Month and the other recognizing June as Elder Abuse Awareness Month.
- There is a resolution to reappoint Dr. Matt Wideman to the Fairfield County District Library Board of Trustees.
- You have a resolution declaring it necessary to levy a tax in excess of the ten mill limitation for a renewal of an existing Mental Health Services Levy for the November 5th General Election on behalf of the ADAMH Board.
- There are two resolutions from the Engineer's Office to approve agreements with Michael Baker International, Inc. for engineering services for bridge replacement projects.
- A resolution from the Engineer's Office to contract with The Shelly Company for resurfacing.
- A resolution to approve an agreement between Fairfield County and the Fairfield County TID for the road realignment project on Basil-Western Rd.
- A resolution approving an agreement for Proline Electric to complete the Fairfield Center project. The selected contractor did not complete the job and the Surety Bond was held by HARCO Insurance who have selected Proline Electric.
- A resolution approving a lease agreement with Lancaster-Fairfield Community Action for space at the Tussing Road Government Services Center.
- A resolution to approve the 2024 CDBG Neighborhood Revitalization Program one behalf of the Village of Bremen. This will include paving and drainage improvements, sidewalks, softener resin replacement at the water treatment plant, community pool improvements, and administrative costs.
- A resolution to approve the 2024 CDBG Grant Block Program which includes the programs and activities discussed in the Hearing today.
- There are two resolutions from the Sheriff's Office. One to enter into a grant agreement with ODNR for their Marine Patrol Assistance Program. And a resolution to approve a one-year extension between the Sheriff's Office and TeamHealth/Premier Physicians Services for medical services at the jail.

Budget Review

- Budget Director, Bart Hampson

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.*
 - South Licking Water Conservancy District Meeting, May 28, 2024, 6:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
 - Public Information Meeting – Eastern Cottontail Project, May 29, 2024, 5:00 p.m., Fairfield Union High School, 6675 Cincinnati-Zanesville Rd. NE, Lancaster

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Correspondence Received

- Fairfield County Sheriff's Office 2023 Annual Report
- Email from Dr. Lewatis McNeal, Ohio University Vice Provost for Regional Higher Education and Partnerships Regarding Appointment of Dr. Martha Kline
- Lancaster Eagle Gazette, Jeff Barron, May 22, 2024, "Fairfield County Commissioners Pass Resolution Calling for Solar Field Exclusionary Zones"
- Letter from Carrie Ayers, Village of Amanda Fiscal Officer, Regarding Parking and Sidewalks for Community Park, and Response from Engineer's Deputy Director of Operations, Jason Grubb
- Memo, Dr. Carri Brown, County Auditor, May 23, 2024, Subject: Principal Taxpayers – Public Utility Tax
- Fairfield County Auditor's Wins of the Weeks, May 23, 2024
- For Immediate Release, Visit Fairfield County Ohio, May 2024, "Lancaster, Ohio, to Host 2024 Great Race Stop"
- Correspondence and Voice Mails Regarding Industrial Solar

Regular (Voting) Meeting

The Commissioners started their Regular (Voting) portion of the meeting, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Budget Officer, Staci Knisley; Budget Director, Bart Hampson; Deputy Director of JFS, Heather O'Keefe; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Deputy Director, Deshawn Toney; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnel and Amy Brown-Thompson; Auditor, Dr. Carri Brown; Deputy Director of Operations for the Engineer's Office, Jason Grubb; Recorder, Lisa McKenzie; Interns, Kara Wilmoth and Kelson Carey; ADAMH Executive Director, Marcy Fields; ADAMH Program Coordinator, Miranda Gray; JFS Adult Protective Services, Chloe Griffith, Kate Varga, and Jennifer Donnell; Health Department's Director of Health Promotion, Baylie Blevins; Visitation Center Director and Staff, Mandi Crist, E. Household, Addie Sexten, and Kelly Kouchel; and Domestic Court Judge, Laura Smith. Also in attendance: Sherry Pymer; Carrie Ayers; Lydia Coakley; Bryan Everitt; Jennifer Henery; Billy Robinette; and Anthony Taylor.

Virtual attendees: Joshua Horacek, Sarah Fortner, Tiffany Daniels, Arika Farrar, Toni Ashton, Belinda Nebbergall, Jessica Murphy, Deborah, Aubrey, Austin Lines, Lori Hawk, Gregory Forquer, Nicole, Jennifer Morgan, Stacy Hicks, Shelby Hunt, Ashley Arter, Abby Watson, Jeffrey Barron, Britney Lee, and Brian Wolfe.

Pledge of Allegiance

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

Announcements

There were no announcements.

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Approval of Minutes for May 21, 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, May 21, 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:

- 2024-05.28.a A Resolution Authorizing the Approval of Proclamations
- 2024-05.28.b A Resolution Approving the Appointment of Mr. Matt Wideman to the Fairfield County District Library Board of Trustees
- 2024-05.28.c A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for Fairfield Department of Health, Fairfield County Parks, and Fairfield County Port Authority, Fund #'s 7012,7321,7308, and 7865
- 2024-05.28.d A Resolution Authorizing to Appropriate from Unappropriated into a major Expenditure Categories to the General Fund #1001, Fund-to-Fund Transfers, and Memo Transactions from General Fund #1001 to the Basil Western 629 Fund and TID Fund #7790.

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 ADAMH Board

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 ADAMH Board:

- 2024-05.28.e A Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation for a Renewal of an Existing Mental Health Services Levy for the November 5, 2024, General Election on Behalf of the Fairfield County ADAMH Board

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Court of Common Pleas

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

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2024-05.28.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2852, Target Community Alt to Prison

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 Emergency Management Agency

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 Emergency Management Agency:

2024-05.28.g A Resolution to Authorizing an Account-to-Account Transfer for EMA Fund #2890, Sub Fund #8324, hazardous Materials Emergency Planning, and #2091 Local Emergency Planning Committee Funds

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

Approval of a Resolutions from 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 Fairfield County Engineer:

2024-05.28.h A Resolution to Approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-32 Bridge Replacement Project

2024-05.28.i A Resolution to Approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-33 Bridge Replacement Project

2024-05.28.j A Resolution to Approve the Contract with The Shelly Company for the FAI-CR17/31 Resurfacing Project

2024-05.28.k A Resolution to Approve the Notice to Commence for the FAI-CR17/31 Resurfacing Project

2024-05.28.l A Resolution to Approve an Intergovernmental Agreement with the Fairfield County Transportation District Relative to the Basil-Western Road Realignment Project

2024-05.28.m A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, County Engineer 2024, Motor Vehicles for Repairs and Maintenance

2024-05.28.n A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category County Engineer Fund #2024, Motor Vehicles for Materials and Supplies

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2024-05.28.o A Resolution to Request for Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #3445, Refugee Rd. CR7-1.94

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:

2024-05.28.p A Resolution Authorizing the Approval of a Agreement Allowing Proline Electric to Become the Completion Contractor at the Fairfield Center for the Renovation Project

2024-05.28.q A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action for Office Space at the Tussing Road Government Services Center

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

Approval of a 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:

2024-05.28.r A Resolution Approving a Contract between the Fairfield County Family and Children First Council and the Fairfield County ADMAH for Program Services State FY 2025

2024-05.28.s A Resolution Approving a Grant Agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council and the Ohio Department of Children and Youth and the Ohio Department of Developmental Disabilities for State FY 2025

2024-05.28.t A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Personnel for April Activity Paid to the Fairfield County Health Department as a Memo Expenditure for Fund #7521

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

Approval of a Resolution 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 resolution from Fairfield County Job and Family Services:

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2024-05.28.u A Resolution Approving the 2025 Title XX Social Services Block Grant County Profile Report

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

Approval of a Resolution from Fairfield County Juvenile/Probate Court

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

2024-05.28.v A Resolution Authorizing the Approval of the FY 25 Juvenile Court Funding Application Update with the Ohio Department of Youth 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 Law Library:

2024-05.28.w A Resolution to Approve the FY 2024 Community Development Block Grant neighborhood Revitalization Program

2024-05.28.x A Resolution to Approve the FY 2024 Community Development Grant Allocation Program Application

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 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 Regional Planning Commission:

2024-05.28.y A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources

2024-05.28.z A Resolution Authorizing the Approval of a One-Year Contract Extension between TEAMHEALTH/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office

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:

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2024-05.28.aa 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

Public Comments

Sherry Pymmer of Walnut Township thanked the Commissioners for passing a resolution regarding exclusionary zones for industrial solar projects.

Old Business

Commissioner Fix spoke about Memorial Day and those that made sacrifices for our freedoms.

Commissioner Levacy spoke about serving in the armed forces and his friends who lost their lives in the Vietnam War. He also spoke about his father-in-law who lost his leg in the battle of the Bulge during WWII. He stated that the sacrifices of members of our armed forces, past and present, are why we are here and can live as we do.

New Business

Dr. Brown provided an update of her office and spoke about a research analysis of home sales and added that the median price of homes in Fairfield County is well over \$300,000.

Commissioner Levacy asked if there has been a reduction in home prices.

Dr. Brown replied that there has not been a reduction but that prices are not rising as they have in the past several years. She spoke about providing written testimony to legislators regarding the Homestead Program and about the process for electronic lot splitting, which will be ready by the end of 2024.

Ms. Toney spoke about the Workforce Center's electrical students and their opportunities to start employment in that field. She added that the Workforce Center anticipates having at least 100 graduates in 2025 and spoke about the Center's summer camps. She stated there are still openings for 6, 7, and 8th grade students in the camps. She also stated that OU received a grant that will support a summer program for phlebotomy certification and added that the construction on the Engineering Lab has started.

Commissioner Levacy spoke about the phlebotomy portion of his paramedic training.

Commissioner Fix thanked Ms. Toney for the work she is doing at the Workforce Center.

Mr. Kochis spoke about the starting of the Engineering Lab project and spoke about the BMV project at the Fairfield Center. He added that the BMV delay was due to a contractor that was unable to complete the job.

Adjournment

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:25 a.m.

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Fairfield County Commissioners' Office
May 28, 2024**

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, June 4, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.

Motion by: Jeff Fix

Seconded by: Steve Davis

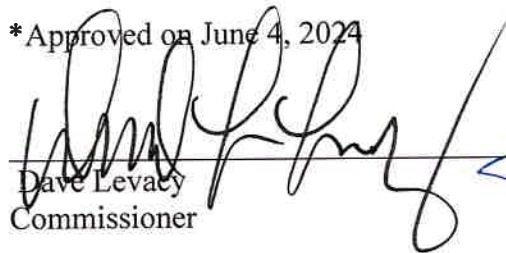
that the May 28, 2024, minutes were approved by the following vote:

YEAS: Jeff Fix, Steve Davis, Dave Levacy

NAYS: None

ABSTENTIONS:

* Approved on June 4, 2024



Dave Levacy
Commissioner



Jeff Fix
Commissioner



Steve Davis
Commissioner



Rochelle Menningen
Rochelle Menningen, Clerk



A G E N D A

B O A R D O F C O M M I S S I O N E R S

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, May 28, 2024
9:00 a.m.

1. Review

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

2. Welcome

3. Introduction of Interns

4. Listen & Learn, ADAMH Executive Director, Marcy Fields

5. ADAMH Board Interview, Dr. Cenell Boch, 9:15 a.m.

6. ADAMH Board Interview, Baylie Blevins, 9:25 a.m.

7. Community Development Block Grant 2nd Hearing, 9:35 a.m.

8. Public Comments

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

9. Legal Update

10. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. South Licking Water Conservancy District Meeting, May 28, 2024, 6:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
 - ii. Public Information Meeting – Eastern Cottontail Project, May 29, 2024, 5:00 p.m., Fairfield Union High School, 6675 Cincinnati-Zanesville Rd. NE, Lancaster

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



A G E N D A

B O A R D O F C O M M I S S I O N E R S

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

f. Correspondence

- i. Fairfield County Sheriff's Office 2023 Annual Report
- ii. Email from Dr. Lewatis McNeal, Ohio University Vice Provost for Regional Higher Education and Partnerships Regarding Appointment of Dr. Martha Kline
- iii. *Lancaster Eagle Gazette*, Jeff Barron, May 22, 2024, "Fairfield County Commissioners Pass Resolution Calling for Solar Field Exclusionary Zones"
- iv. Letter from Carrie Ayers, Village of Amanda Fiscal Officer, Regarding Parking and Sidewalks for Community Park, and Response from Engineer's Deputy Director of Operations, Jason Grubb
- v. Memo, Dr. Carri Brown, County Auditor, May 23, 2024, Subject: Principal Taxpayers – Public Utility Tax
- vi. Fairfield County Auditor's Wins of the Weeks, May 23, 2024
- vii. For Immediate Release, Visit Fairfield County Ohio, May 2024, "Lancaster, Ohio, to Host 2024 Great Race Stop"
- viii. Correspondence and Voice Mails Regarding Industrial Solar

11. Old Business

12. New Business

- a. Updates from Elected Officials in Attendance

13. Regular (Voting) Meeting

14. Adjourn

15. Commission Connection Video, Commissioner Davis, 10:30 a.m.

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

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 5.23.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,344,024.32 has been appropriated, \$21,190,360.53 expended, \$6,612,651.65 encumbered or obligated.

12Project/Category		As of 5/23/24 Appropriations	As of 5/23/24 Expenditure	As of 5/23/24 Obligation
Public Health				
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	1,438,308.92	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	237,715.69	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,183,356.54	83,988.66
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 5.23.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,344,024.32 has been appropriated, \$21,190,360.53 expended, \$6,612,651.65 encumbered or obligated.

Project/Category		As of 5/23/24 Appropriations	As of 5/23/24 Expenditure	As of 5/23/24 Obligation
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	299,354.84	100,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,526,803.88	3,174,781.60	2,351,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
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 5.23.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,344,024.32 has been appropriated, \$21,190,360.53 expended, \$6,612,651.65 encumbered or obligated.

Project/Category		As of 5/23/24 Appropriations	As of 5/23/24 Expenditure	As of 5/23/24 Obligation
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	449,751.20	2,312,084.65
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	543,217.67	69,782.33
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
Subtotal Infrastructure		7,093,939.99	3,334,777.39	3,615,287.61
Revenue Loss				
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	2,501,989.98	467,311.20
R61h	Community School Attendance Program	486,110.43	291,239.38	54,345.77

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 5.23.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,344,024.32 has been appropriated, \$21,190,360.53 expended, \$6,612,651.65 encumbered or obligated.

Project/Category		As of 5/23/24 Appropriations	As of 5/23/24 Expenditure	As of 5/23/24 Obligation
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
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,893.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R517a	Beavers Field Utilities	37,346.77	36,606.46	0.00
Revenue Loss		9,582,277.98	8,084,785.31	561,998.26
Administration				
R71a	Administrative Expenses	591,798.66	345,197.97	0.00
Subtotal Administration		591,798.66	345,197.97	0.00
Grand Total		\$29,344,024.32	\$21,190,360.53	\$6,612,651.65

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MAY 20, 2024 TO May 24, 2024

Fairfield County Commissioners

- AA.05.21-2024.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.05.21-2024.b An Administrative Approval approving an agreement between Krille Communications and the Fairfield County Commissioners. [Commissioners]
- AA.05.22-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.05.22-2024.b An Administrative Approval for the payment of Invoices and for Three Then & Now Invoices that are Not More than \$75,000 per Invoice [Commissioners]
- AA.05.22-2024.c An Administrative Approval for the payment for debt payments due June 1, 2024. [Commissioners]

Fairfield County Family and Children First Council

- AA.05.24-2024.a Administrator Approval of a modification to a subcontract between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for State Fiscal Year 2024 [Family and Children First Council]

Fairfield County Human Resources

- AA.05.23-2024.a An administrative approval approving an agreement for legal services with Fishel Downey Albrecht Riepenhoff, LLP [Fairfield County Human Resources]

Fairfield County Information Technology

- AA.05.20-2024.a An Administrative Approval to approve a consulting agreement for Microsoft Endpoint Configuration Management between MCPC, Inc. and the Fairfield County Board of Commissioners for the purposes of standardizing endpoints for enhanced and more efficient county operations. [Information Technology]
- AA.05.20-2024.b An Administrative Approval to approve a consulting agreement around cybersecurity vulnerabilities between MCPC, Inc. and the Fairfield County Board of Commissioners for the purposes of meeting Secretary of State Directives to improve security for county operations. [Information Technology]
- AA.05.20-2024.c An Administrative Approval to approve a consulting agreement for Image Management of endpoints between MCPC, Inc. and the Fairfield County Board of Commissioners for the purposes of beneficial and efficient deployments of endpoints across county offices. [Information Technology]

Fairfield County Regional Planning Commission

AA.05.24-2024.b An Administrative Approval to approve an Environmental Review
Certification Form for General Administration, Fair Housing and Planning [Regional
Planning Commission]



Fairfield County Sheriff's Office

2023

Annual Report

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The Fairfield County Sheriff's Office is Ohio Collaborative Certified



Sheriff Alex Lape

Sheriff Lape began his Law Enforcement career in 1992, after completing the basic peace officer academy. He was then commissioned by the Fairfield County Sheriff's Office, serving as an Auxiliary Deputy.

In 1994, he was hired as a full-time deputy assigned to the Jail Bureau. He later transferred to the Patrol Bureau, where he served as a SWAT deputy and fatal crash investigator. In 2002, Sheriff Lape was promoted to Sergeant, and served in the Patrol and Jail Bureaus. In 2005, Sheriff Lape assumed command of the SWAT team and was also transferred to the Community Services Unit.

In 2010, he was assigned as the Commander of the Sheriff's Office Detective Bureau.

In 2012, Sheriff Lape was promoted to Lieutenant and became the Patrol Bureau Commander where he served until promoted to Chief Deputy in 2017.

In 2020, Alex Lape was elected Sheriff by the residents of Fairfield County.

Sheriff Lape resides in Violet Township with his wife Sherry and has three children.



Mission Statement

The mission of the Fairfield County Sheriff's Office is to provide the highest level of professional law enforcement service to the citizens of Fairfield County. We are committed to public safety by protecting and enhancing the quality of life, upholding all laws, preserving the peace, and preventing crimes while protecting the constitutional rights of those we serve. We will perform our duties with compassion and integrity, while maintaining high ethical and moral conduct at all times. We will establish a reputation for responsiveness, competency, decisiveness, and equality which will inspire confidence in the Sheriff's Office for all residents of Fairfield County.



Code of Ethics

As a Law Enforcement Officer, my fundamental duty is to serve the public, to safeguard lives and property, to protect those in need, and to respect the Constitutional rights of all men and women to liberty, equality, and justice.

I will courageously maintain calm in the face of danger, scorn, or ridicule while employing self-restraint being constantly mindful of the welfare of others. I will be honest in both my personal and professional life while obeying the laws of the land and the policies of my office.

I will never put myself above others or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. I will allow no compromise for crime. I will relentlessly prosecute those who violate the law. I will enforce the law courteously and appropriately without favor or will, never employing unnecessary force or violence.

I recognize the badge of my office as a symbol of public faith, and I accept it as public trust to be held so long as I am true to the ethics of law enforcement. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...

...Law Enforcement

Core Values

Loyalty - Heartfelt commitment to the Law Enforcement Profession through Integrity and Honor.

Equality - Treatment of all individuals with impartiality under the law.

Accountability - Accepting responsibility for actions and behaviors.

Duty - Obligation to take action that is ethically and morally right.

Ethics - Standard of action for doing the "right" thing at the "right" time.

Respect - To have due regard for other's feelings, wishes, or rights.

Service - Be the servant first. Only when we are proven and trusted will others freely follow. Live the Golden Rule.

The Sheriff's of Fairfield County: 1801 - Current



2021-Current.....Alex Lape	1880-1884.....Hiram Shumaker
2001-2021.....Dave Phalen	1876-1880.....George See
1992-2001.....Gary Demastry	1872-1876.....William Bush
1980-1992.....Jim Peck	1868-1872.....John D. Jackson
1969-1980.....Dan Berry	1864-1868.....Emanuel Shisler
1961-1969.....Jack Blazer	1860-1864.....James Miller
1957-1961.....Dale George	1856-1860.....Aaron W. Ebright
1949-1957.....M. Dudley Crider	1854-1856.....William Potter
1945-1949.....Harley Highley	1852-1854.....James Weaver
1941-1945.....M. Dudley Crider	1848-1852.....Oliver H. Perry
1933-1941.....William W. Belhorn	1844-1848.....Elias Perry
1929-1933.....Gail Sesler	1840-1844.....Samuel Ewing
1925-1929.....Roy T. McNaughten	1838-1840.....Thomas Edingfield
1921-1925.....C. J. Sperikey	1834-1838.....Silas Tam
1917-1921.....George E. Smetters	1832-1834.....Nathan Wetherby
1913-1917.....Ed W. Schaffner	1828-1832.....Geroge D. Sites
1909-1913.....Emmett Deffenbaugh	1824-1828.....Edward B. Thompson
1905-1909.....Frank W. Kraner	1820-1823.....William Crook
1901-1905.....Frank W. Raitze	1816-1820.....George Sanderson
1897-1901.....Joseph W. Stewart	1814-1816.....Adam Weaver
1893-1897.....Elisa M. Messerly	1808-1814.....John Williamson
1889-1893.....Amos Levan	1806-1808.....Emanuel Carpenter
1884-1888.....Benjamin F. Price	1801-1806.....Samuel Kratzer



Fairfield County Sheriff's Office Personnel



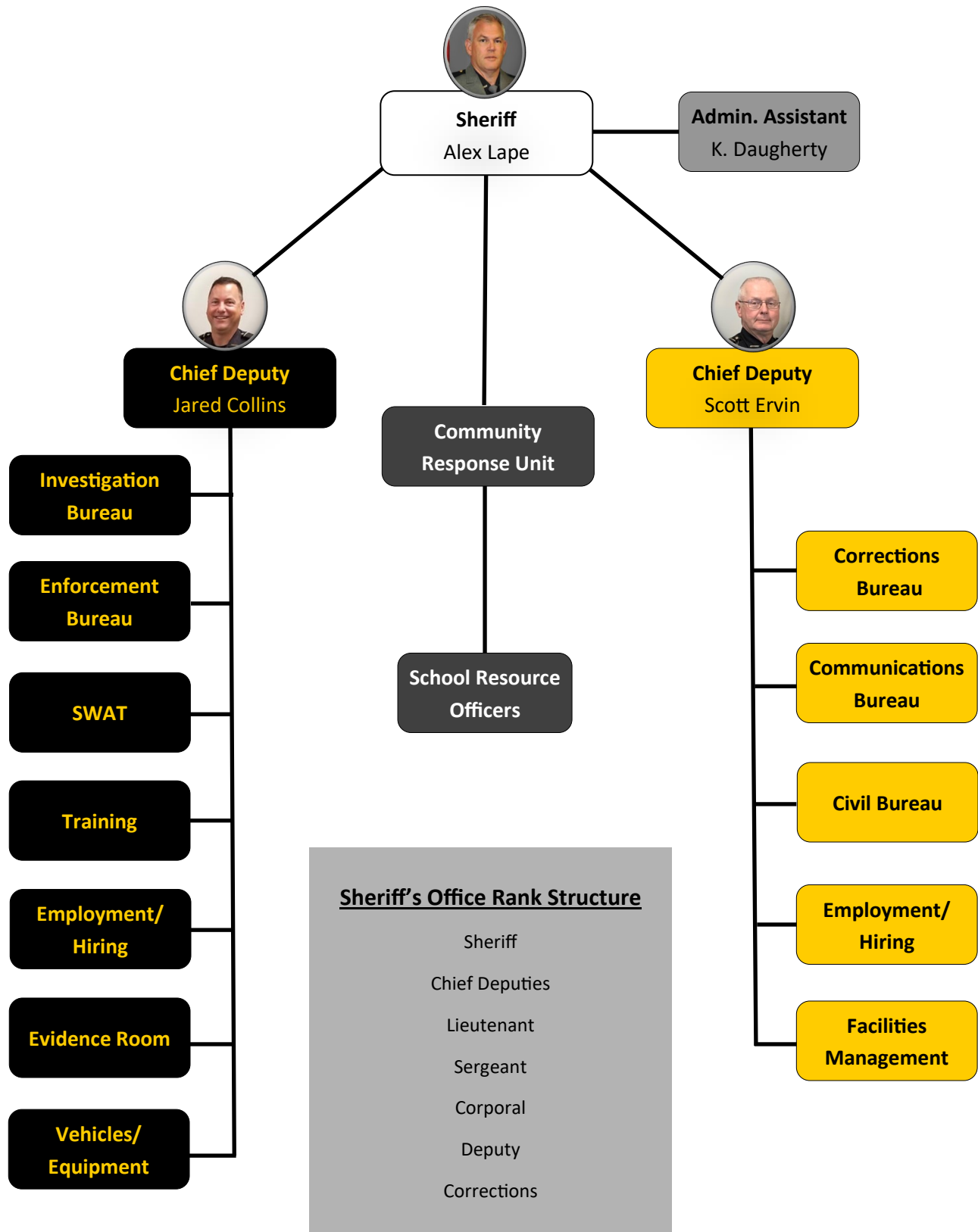
Uniform Personnel		Civilian Personnel	
Rank	Strength on 12/31/23	Position	Strength on 12/31/23
Sheriff.....	1	Administrative/Civilians.....	10
Chief Deputy.....	2	OD Investigator.....	1
Lieutenant.....	2	Jail Support Specialist.....	1
Sergeant.....	13	Property Room Clerk.....	1
Detective.....	8	Director of Fiscal & Civil Services.....	1
SORN Officer.....	1	Re-Entry Coordinator.....	1
Child Support Enforcement Officer.....	1	Radio Room Supervisor.....	1
Narcotics Officer.....	2	9-1-1 Dispatchers.....	15
Deputy.....	57	Pastor - Part-Time.....	1
School Resource Deputies.....	8	Maintenance.....	1
Corrections Officers.....	37		
Total Uniform Personnel.....	132	Total Civilian Personnel.....	33

165

Combined Personnel
Counts




Fairfield County Sheriff's Office Organizational Chart





Fairfield County Sheriff's Office Data



FAIRFIELD
COUNTY · OHIO

Fairfield County Data

Founded.....1800

Government.....Commissioners

Population.....165,360*

Area.....505.7 sq miles

Miles of County Road.....362.2

Miles of Township Roads.....587.5

Miles of State Routes.....197.7

County Seat.....Lancaster

General Fund Budget.....\$59,650,000

Total County employees.....995



Serving Since 1798

Uniform Personnel.....	132
Civilian Personnel.....	33
Sworn Officer to Population Ratio.....	1 to every 1,740 Residents
Marked Patrol Vehicles	62
<i>(Includes 5 Community Watch Vehicles)</i>	
Unmarked Vehicles.....	22
Bicycles.....	6
Canines.....	3
General Fund Budget.....	\$18,300,000
SWAT Team Members.....	23

** Population Estimate from United States Census Bureau*



Wall of Honor

This page is dedicated to the memory of all fellow Law Enforcement Officers who made the ultimate sacrifice in the line of duty.



Deputy Chad S. Edwards

End of Watch: May 18, 1995

Deputy Chad Edwards end of watch was on Thursday, May 18, 1995, at the age of 22 while enroute to an undercover narcotics assignment.



Deputy Ethan Collins

End of Watch: January 4, 2006

Deputy Ethan Collins end of watch was on Wednesday, January 4, 2006, at the age of 29 while responding to an officer in need.

Chief Deputy

Jared Collins



Chief Deputy Jared Collins commands law enforcement operations at the Fairfield County Sheriff's Office.

Chief Collins, who started his career with the Sheriff's Office in 1992, has served in nearly every division.

He has operational experience in undercover drug operations, Corrections operations, K-9 Handler and Trainer, and SWAT. Chief Collins has also held command roles as both a Sergeant and a Lieutenant in Enforcement, K-9, Narcotics, Training, Investigations, SWAT, and Court Services.

Chief Collins is responsible for the overall operations of the Enforcement Bureau, Investigation Bureau, SWAT and Property Room.

After graduating from Fairfield Union High School in 1990, Chief Collins attended classes at The Ohio State University, Muskingum University and Polk State University. Chief Collins is also a recipient of the FBI-LEEDA Trilogy Award, which he earned by completing the command leadership course of study. He has extensive experience teaching law enforcement topics throughout the region. Chief Collins is a former instructor at the International Police Training and Assessment Service and a former instructor at Ohio Peace Officer Training Academy. Currently he is an Adjunct Instructor at Hocking College.

A lifelong resident of Fairfield County, Chief Collins lives with his wife of 26 years, Jenny. He is an avid boater and outdoorsman.



Chief Deputy

Scott Ervin



Chief Deputy Scott Ervin is responsible for the overall operations of Corrections, Communications, Civilian Unit, as well as, Maintenance at the Fairfield County Sheriff's Office.

Chief Deputy Ervin started his career in Public Safety in 1981, and has served in many capacities. His experience is in Jail, Communication, Patrol, Investigation and SWAT Operations, as well as, in-service firearms training.

Chief Deputy Ervin graduated from Lancaster High School in 1980, attended Basic Police Academy at Hocking College and the Lancaster Police Department Academy in 1982.

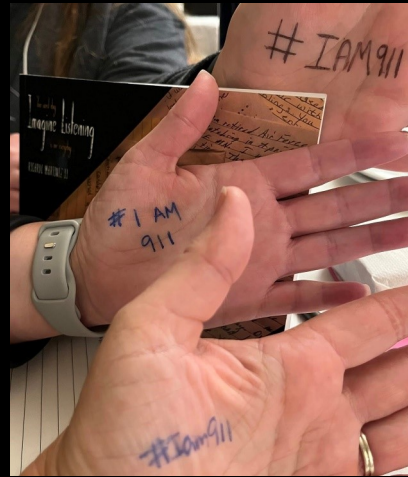
Throughout his career, he has attended numerous training classes throughout the State of Ohio.

Chief Deputy Ervin lives with his wife of 36 years, Rita. They enjoy outdoor activities and spending time with their children and grandchildren.



Communications Bureau

The Communications Bureau is the heart and nerve center of the Fairfield County Sheriff's Office. The bureau plays an essential role with ensuring operations run smoothly.



Communications Bureau 2023 Statistics



30,697 Total Number of 9-1-1 Calls



78,500 Approximate Number of Non-emergency Calls Answered



1,169 Total Number of Warrants Entered



986 Total Number of Protection Orders on File (Approximately 600 Entered in 2023)



121,447 CAD Entries Created



Communications Bureau

Communications Bureau Personnel

The Sheriff's Office
Communications Bureau dispatches
for the Sheriff's Office, five village
police departments, and eleven
Fire / EMS departments.



Photo Above:
Communications Bureau Supervisor, Elizabeth Maple, (front center) with First Shift Communications Bureau Staff.



Photo Above:
Second Shift Communications Bureau Staff.



Photo Above:
Third Shift Communications Bureau Staff.



Communications Bureau

Communications Bureau Training Information

The Sheriff's Office Communications Bureau dispatchers are all Association of Public-Safety Communication Officials (APCO) Certified and are trained as Emergency Medical Dispatchers (EMD) that provide life-saving instruction.

Every telecommunicator is required to complete 24 hours of continuing education as well as state mandated training yearly. They must recertify in APCO, EMD, and Law Enforcement Automated Data System (LEADS) security training biannually.

The Communications Bureau hosted, attended or completed online trainings for the following in 2023:

- Ohio Alerts training - Amber Alert, Senior Alerts
- Kyle Plush Training - Answer the Call
- Am I Just a Dispatcher? - The Public Safety Training Group
- Crisis Awareness, After the Call, Suicide Awareness Training - Ohio DPS
- Hostage Negotiations Training - The Public Safety Training Group
- Suicide Intervention Training - The public Safety Training Group
- Attorney General's Office Alerts Conference
- APCO Comprehensive Quality training (to begin reviewing 9-1-1 calls for quality assurance and compliance) (Completed by two Communications Personnel)
- APCO Certified Training Officer Program (Completed by all Communications personnel)
- Mental Health & Resilience Retreat

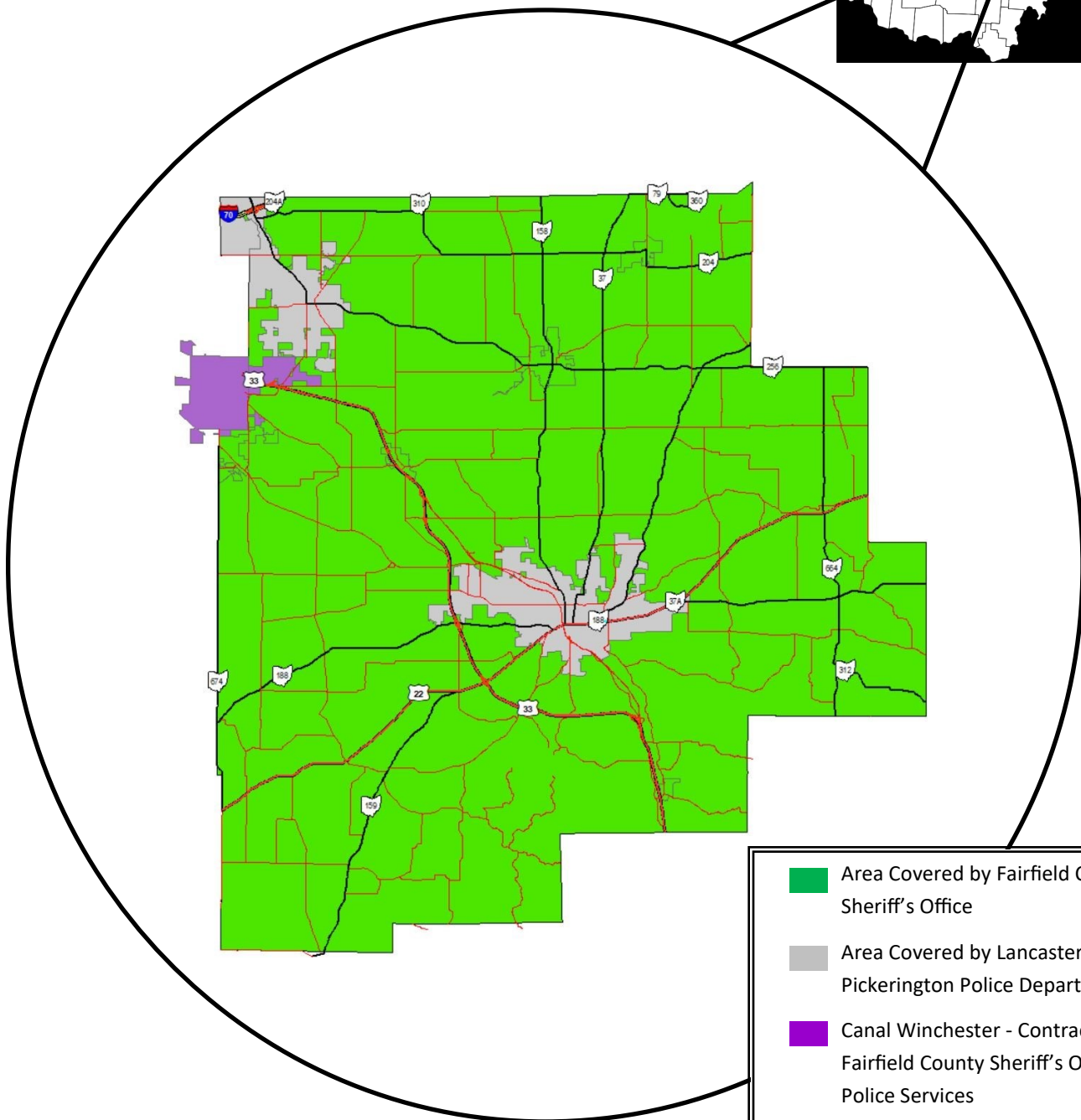
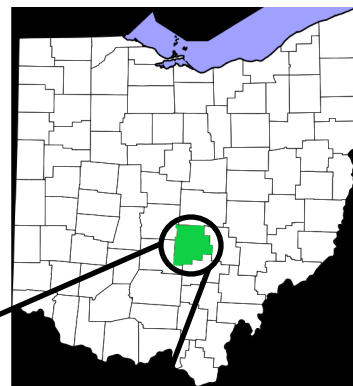
Communications Bureau Community Events Participation

In addition to dispatch and training responsibilities, Communications Bureau Personnel:

- Worked in the Mobile Command Unit for Luke Bryant
- Taught Elementary School Students about 9-1-1
- Participated in 2 Parades
- Participated in 2 Community Events
- Worked in the County Fair Booth
- Participated in the Tractor pull at the County Fair



Map of Fairfield County Ohio Sheriff's Response Area



- Area Covered by Fairfield County Sheriff's Office
- Area Covered by Lancaster or Pickerington Police Departments*
- Canal Winchester - Contracts with Fairfield County Sheriff's Office for Police Services

*Note the Fairfield County Sheriff's Office assists the Lancaster and Pickerington Police Departments when requested



Enforcement Bureau

The Enforcement Bureau is the anchor of the Fairfield County Sheriff's Office and is composed of the majority of all sworn personnel. Deputies are primary responders to calls for service. A few of the other functions of the Enforcement Bureau include the investigation of criminal offenses, crime prevention, traffic enforcement, and service of civil process.



30,731

Primary Calls for Service*

31,363

Backup Calls for Service*

*Lincon, Violet and Canal Bureaus Combined (2023)

Enforcement Bureau City & Village Support

Fairfield County Sheriff's Office Enforcement Bureau provides law enforcement services to an estimated 165,360 residents, according to the population estimate from the United States Census Bureau, in Fairfield County as well as eight villages in the county:

- Amanda
- Bremen
- Canal Winchester
- Pleasantville
- Rushville
- Stoutsville
- Thurston
- West Rushville

The Enforcement Bureau also provides support to other villages and cities in the county that have their own law enforcement agencies:

- Baltimore
- Carroll
- Columbus
- Lancaster
- Lithopolis
- Millersport
- Pickerington
- Reynoldsburg
- Sugar Grove



Enforcement Bureau

Enforcement Bureau Personnel



Photo Above:
Sergeant Carsey (seated in center), with corporal and deputies assigned to First Shift A.



Photo Above:
Sergeant Williams (seated in center), with corporal and deputies assigned to First Shift B.



Photo Above:
Sergeant Comer (seated in center), with corporal and deputies assigned to Second Shift A.



Photo Above:
Sergeant Schorr (seated in center), with corporal and deputies assigned to Second Shift B.



Enforcement Bureau 2023 Statistics

Lincoln Avenue & Violet Station Combined



20,944 Primary Calls for Service

18,304 Backup Calls for Service



3,077 Reports (Case/Crash/Addendums)



5,419 Subpoena Service Attempts

2,691 Subpoena Service Completions



2,128 Traffic Stops

597 Citations Issued

2,181 Warnings Issued



5,841 Vacation Checks



670 Arrests (Misd/Fel/Warrant/OVI)

536 Misdemeanor Charges Filed (MM-M1)

169 Felony Charges Filed (F5-F1)



Enforcement Bureau 2023 Statistics

Canal Winchester



9,787 Primary Calls for Service

13,059 Backup Calls for Service



1,440 Reports (Case/Crash/Addendums)



179 Subpoena Service Attempts

95 Subpoena Service Completions



1,329 Traffic Stops

296 Citations Issued

1,228 Warnings Issued



1,363 Vacation Checks



354 Arrests (Misd/Fel/Warrant/OVI)

201 Misdemeanor Charges Filed (MM-M1)

30 Felony Charges Filed (F5-F1)



Fairfield County Sheriff's Office K9 Units



Fairfield County Sheriff's Office has two K9 Units: Deputy Conrad & K9 Deputy Scoot (left photo) and Deputy Shanes & K9 Deputy Rafa (right photo). K9 deputies are dual-purpose dogs, trained in the detection of narcotics, article searches, tracking, and handler protection.



K9 Deputies Combined 2023 Highlights*

Breakdown of Deployments:

- 81 Deployments for Detection (Narcotics Searches)
- 26 Deployments for Patrol (Area Search, Building Search, Tracking, and Article Searches)

Requesting Agencies:

- Fairfield County: 84
- Ohio State Patrol: 2
- Lancaster Police Department: 7
- Carroll Police Department: 1

Narcotics Recovered Include:

- Methamphetamine: 358 grams
- Fentanyl: 5 grams
- Misc. Pills: 42 items
- Crack: 1 gram
- Cocaine: 0.1 grams

Seized

- 1 Firearm
- 48 items of Drug Paraphernalia
- \$2,929

81

Total Deployments in 2023*

*K9 Team Statistics from September - December 2023.



Fairfield County Sheriff's Office Therapy Dog Unit



Fairfield County Sheriff's Office has a trained Therapy K9 Unit: Deputy Peck & Therapy K9 Nala (left photo). K9 Therapy Nala is trained to provide emotional support, comfort, and aid to both law enforcement personnel and individuals during crisis situations, traumatic incidents and community outreach activities.

K9 Therapy Dog 2023 Highlights*

Highlighted Service

Deputy Peck, a School Resource Officer in the Lancaster City Schools, and Therapy K9 Nala, were deployed to a hallway in the school where a student was upset and crying, sitting on the ground with their knees pulled up to their chest. Therapy K9 Nala walked up to the student and sat down in front of them. The student began to pet Therapy K9 Nala and the student calmed down almost immediately. After less than five minutes, the student was able to return to class.

Training:

Deputy Peck and Therapy K9 Nala went through a six week obedience course before attending the Franklin County Sheriff's Office Therapy K9 program where Nala earned her AKC Canine Good Citizen, AKC Advanced Canine Good Citizen, AKC Urban Canine Good Citizen, and Alliance of Therapy Dogs certifications.

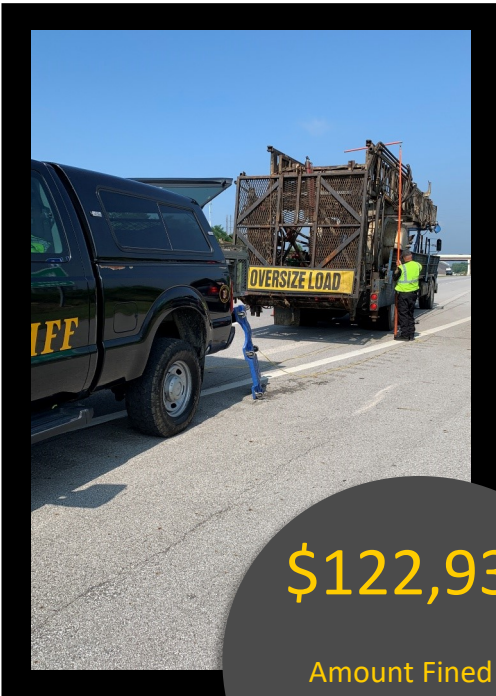
48

Total Deployments in
2023*

*K9 Therapy Dog Statistics from November - December 2023.



Weights & Scales



\$122,937

Amount Fined in
Weights & Scales
Enforcement in 2023

Deputy Mead is responsible for enforcing weight restrictions involving trucks and other vehicles traveling the roadways of Fairfield County. Deputy Mead takes enforcement action on state, county, and township roadways.

2023 Weights & Scales Statistics

194	Number of Traffic Stops
19	Number of Axle Weight Citations
76	Number of Gross Weight Citations
424	Number of Written Warnings



Corrections Bureau



Fairfield County Jail, along with its partner organizations, offer a variety of programming, assistance, and tools for inmates before they leave jail. Assistance may include mental health and substance abuse treatment, cognitive behavioral treatment, parenting classes, veteran support, educational classes, Alcoholics Anonymous/Narcotics Anonymous groups, ministry services and more.

Corrections Bureau 2023 Statistics



4,558 Number of People Booked into Jail*



4,596 Number of Inmates Released from Jail*



Average number in Jail (per day):

155 Days: Males

60 Days: Females



214 Average Daily Populations*

**Totals for the year combine the number of males and females.*



Corrections Bureau

Corrections Bureau Personnel



Photo Above:
Sergeant Boring (back left) and Sergeant Neal (back right) with First Shift Corrections Bureau Personnel.



Photo Above:
Sergeant Boring (back left) and Sergeant Neal (back right) with Second Shift Corrections Bureau Personnel.



Photo Above:
Sergeant Boring (back left) and Sergeant Neal (back right) with Third Shift Corrections Bureau Personnel.



Photo Above:
Sergeant Lape (back right) with Corrections Bureau Transport Personnel.



Corrections Bureau



In partnership with the Fairfield County Alcohol, Drug Addiction and Mental Health (ADAMH) and Fairfield County 2-1-1, the Fairfield County Jail offered programs to inmates to reduce suicidal behaviors in individuals.



In partnership with Action for Children, inmates were offered parenting classes at the Fairfield County Jail.

Fairfield County Jail Community Partnerships

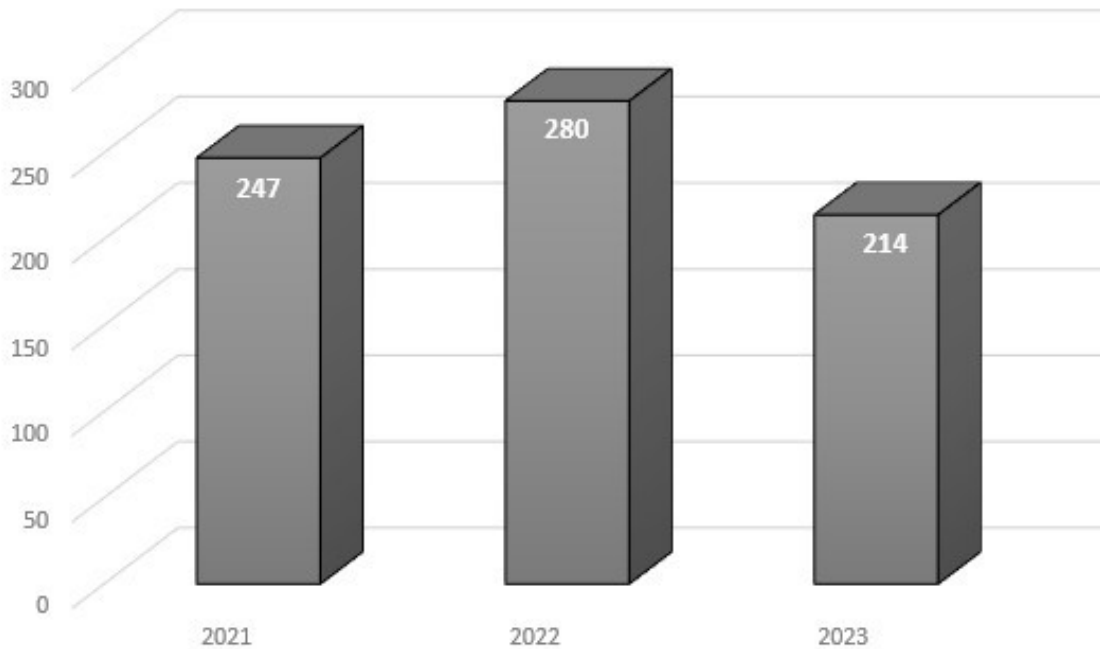
The Fairfield County Jail maintains several partnerships to benefit inmates who are housed in the facility. Partnerships include:

- **Action for Children** - Parenting classes
- **Connexion West** - Re-entry support
- **Cornerstone Church** - Ministry services
- **Decorative Arts Center** - Art classes
- **Fairfield County Alcohol, Drug Addiction and Mental Health (ADAMH)** - Programming support & funding
- **Fairfield County Health Department** - Vaccinations
- **House of Hope** - Alcoholics Anonymous & Narcotics Anonymous groups
- **Jail Chaplin Services** - Religious services
- **Maywood Mission** - Clothing & hygiene items
- **New Horizons** - Mental health, substance abuse, Medication-Assisted Treatment (MAT) services
- **Project FORT** - Narcan
- **Public Transit** - Bus passes
- **Right Path Financial** - Coaching for financial literacy classes
- **STAR - Community Justice Center** - Cognitive behavioral treatment
- **St. Vincent De Paul** - Clothing vouchers
- **Team Health** - Medical care
- **Trinity Services Group** - Food services for the jail. The food service menu is written and approved annually by a licensed dietician to ensure the jails compliance with State nutritional standards.
- **United Way** - Book donations & community support
- **Veterans Outreach** - Veteran support

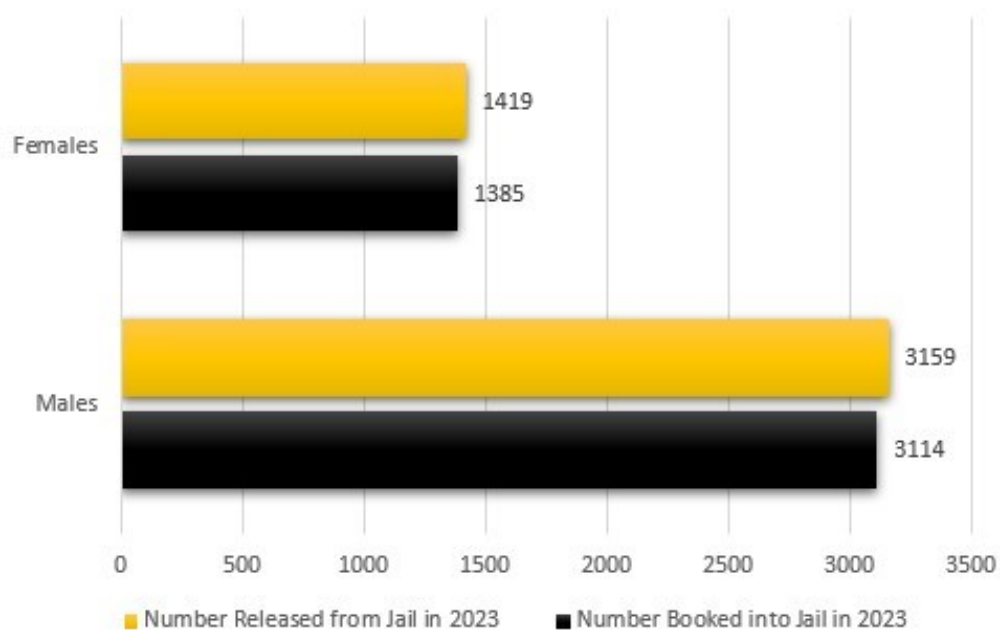


2023 Corrections Bureau Statistics

2021 - 2023 Average Daily Population in the Jail

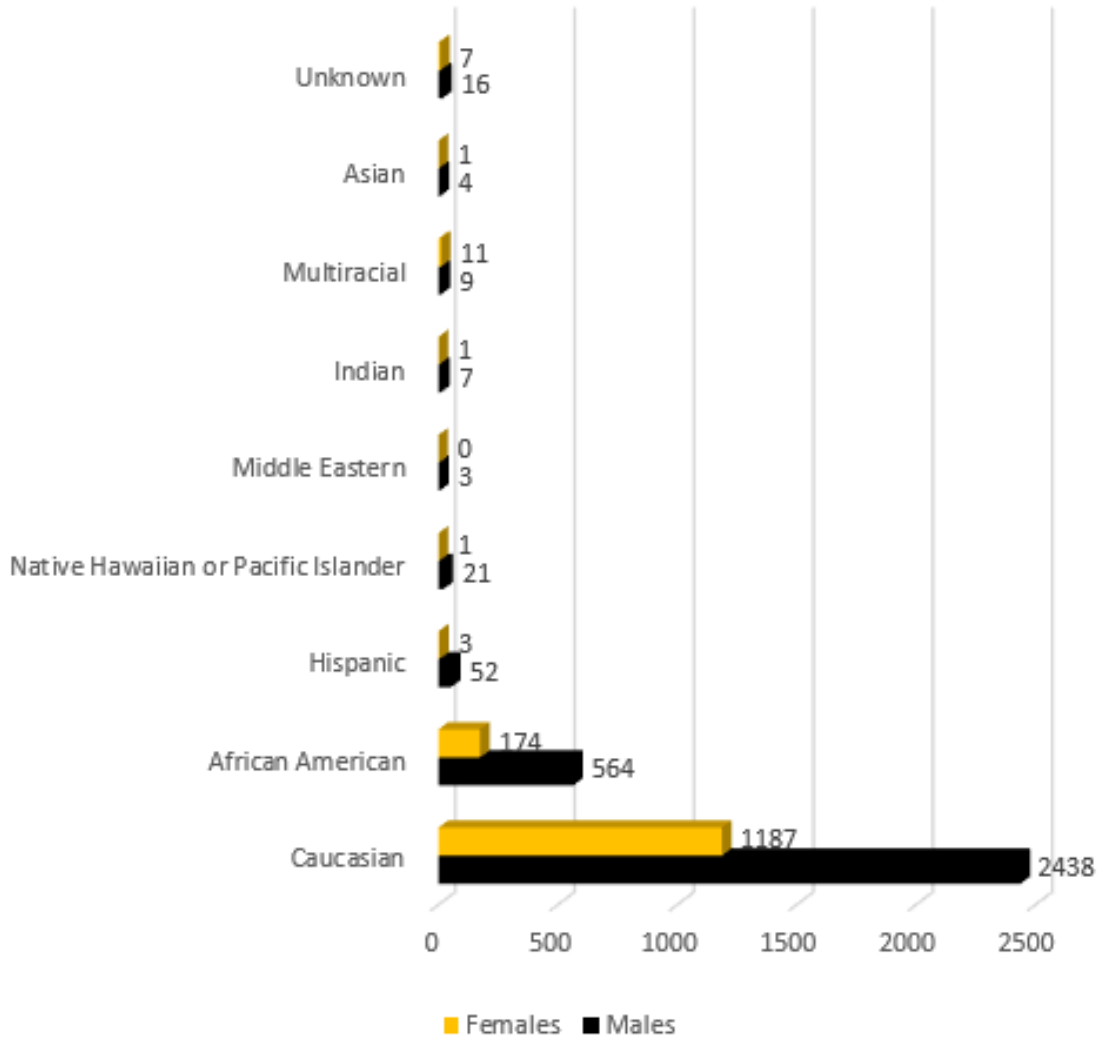


2023 Number of People Booked & Released



2023 Corrections Bureau Statistics

2023 Jail Bookings by Ethnic Origin



2023 Corrections Bureau Statistics

2023 Transport Unit Statistics

285	Inmates transported to or from prison facilities
219	Inmates transported to or from jail facilities outside Fairfield County
132	Inmates transported to or from medical or mental health appointments
47	Inmates taken for interview/evaluations
106	Inmates presented for out of county court hearings
1,113	Court paperwork served to inmates
4,623	Arraignments held for Common Pleas Court/Muni Court



2023 Sexual Offender Registration & Notification (SORN) Statistics

429	SORN Offender Registrations
263	Follow-ups with SORN Offenders
266	Sets of Fingerprints for Courts
9	Arrests / Investigations

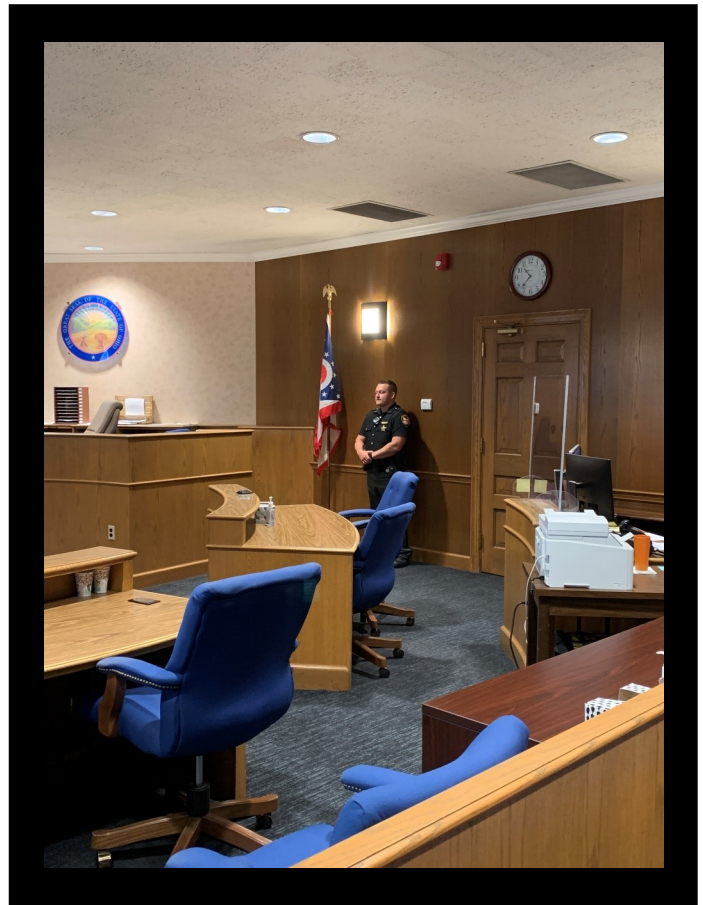


2023 Corrections Bureau Statistics

2023 Job & Family Services Statistics

1,239 Hearings attended by security in the Government Services Building

2,040 Hearing Attendees Scanned/ Searched



2023 Hall of Justice Statistics

64,988 People & items scanned/searched entering the Hall of Justice

14 Number of panic alarms we responded to in the Hall of Justice

18 Prisoner arrests

18 Hearings attended by Security

122 Inmates booked in through the Hall of Justice

108 DNA samples collected from inmates

197 Sets of fingerprints for Common Pleas Court



2021 - 2023 Corrections Bureau Funds

Commissary Funds

	2021	2022	2023
Commissary Revenues	\$ 443,178.26	\$ 799,751.17	\$ 383,027.89
Materials and Supplies	\$ 182,724.61	\$ 185,663.87	\$ 187,648.87
Capital Outlay	\$ 27,582.78	\$ 18,867.71	\$ 108,723.55
Other	\$ 128,310.87	\$ 4,614.98	\$ 9,869.98
Total Expenditures	\$ 338,618.26	\$ 209,146.56	\$ 306,242.40
Excess of Revenue over Expenditures	\$ 104,560.00	\$ 590,604.61	\$ 76,785.49

***Data Above:** Net profits from the sale of commissary items are utilized to purchase items to be used for the benefit of our inmates. The commissary account funds are governed by statute, and they can ONLY be used for certain approved purposes. Any expenditures are approved solely by the Sheriff.*

2023 Revenue Generated from Out-of-County Prisoner Holds

\$143,216*

***Data Above:** Contracts for Prisoner Holds include: Athens County, Canal Winchester, Gallia County, Hocking County, Meigs County, and Perry County.*

**An additional \$3,120, not included in the total, was due but not paid in at the end of the year.*



South Central Ohio Major Crimes Unit & Project F.O.R.T.



The South-Central Major Crimes Unit is a designated Ohio HIDTA multijurisdictional law enforcement task force.

During 2023, the Major Crimes Unit continued to observe the trend across the jurisdiction in which heroin was replaced by the dangerous synthetic opioid Fentanyl. Additionally, poly drug use to include Fentanyl, and Methamphetamine became normalized. Exacerbating this issue was the introduction of poly drug mixtures across the jurisdiction. Transnational Drug Trafficking Organizations also introduced Fentanyl pressed into tablet form mimicking legitimate prescription drugs such as Oxycodone and Xanax.

The task force added a newly designated overdose death investigator through their assignment by the Fairfield County Sheriff's Office where this deputy was hired by Sheriff Lape for the express purpose of investigating these deaths and bringing those responsible to justice.

2023 Project F.O.R.T.

Project F.O.R.T (Fairfield Overdose Response Team)

- 157: Number of Engagements
- 90: Number of Referrals
- 37: Community Events
- 700: Naloxone Kits Distributed
- 70: Naloxone Emergency Boxes Distributed
- 400: Transportation Vouchers Distributed
- 140: Overdose Events
- 22: Overdose Deaths



Collaborations

The South-Central Ohio Major Crimes Unit is made up of the following law enforcement agencies who collaborate within the task force providing personnel and material resources.

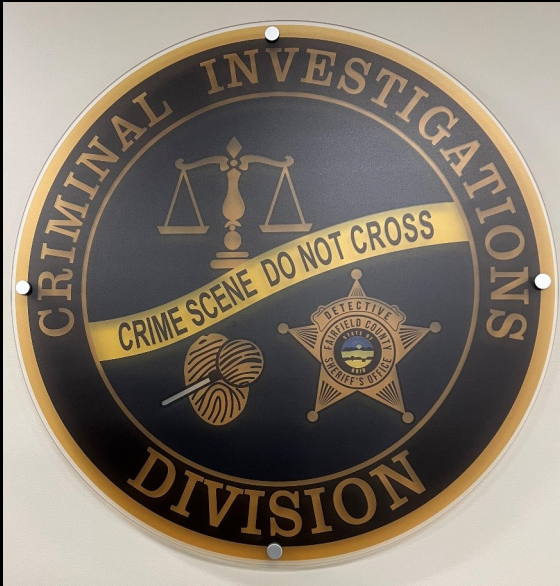
1. Fairfield County Sheriff's Office
2. Lancaster Police Department
3. Fairfield County Prosecutors Office
4. Pickaway County Sheriff's Office
5. Pickaway County Prosecutors Office
6. Logan Police Department
7. Hocking County Prosecutors Office
8. Ohio University Police Department

2023 Enforcement Activity

- 135: Cases Opened
- 36: Indictments
- 143: Search Warrants
- Contraband Seizures:
 - Cocaine: 63.25 Grams
 - Fentanyl: 143.6 Grams
 - Methamphetamine: 4,718.54 Grams
 - Rx Drugs: 137 Unit Doses
 - Marijuana: 1,771.1 Grams
 - Marijuana Plants: 220 Plants
 - THC Edibles & Cartridges: 83.8 Unit Doses
 - Psilocybin: 275.3 Grams
 - LSD: 30 Unit Doses
 - Firearms: 77
 - US Currency: \$43,341.00



Investigation Bureau



The Investigation Bureau is responsible for conducting criminal investigations into all major crimes including murder, assault, and robbery, as well as property related crimes such as burglary and theft. In response to the needs of our community, the Investigation Bureau has a dedicated SVU detective with their focus being sexual assault cases involving juveniles and adults.

Investigation Bureau 2023 Statistics



446: Total Cases Assigned in the Investigation Bureau



58: Average Number of Cases Assigned per Detective



7.75: Average Number of Detectives



16.59%: Percent of Investigation Bureau Caseload Inside the City of Canal Winchester



Investigation Bureau

Investigation Bureau Personnel



Photo Above: Sergeant Reed (center) with Detectives assigned to the Investigation Bureau.

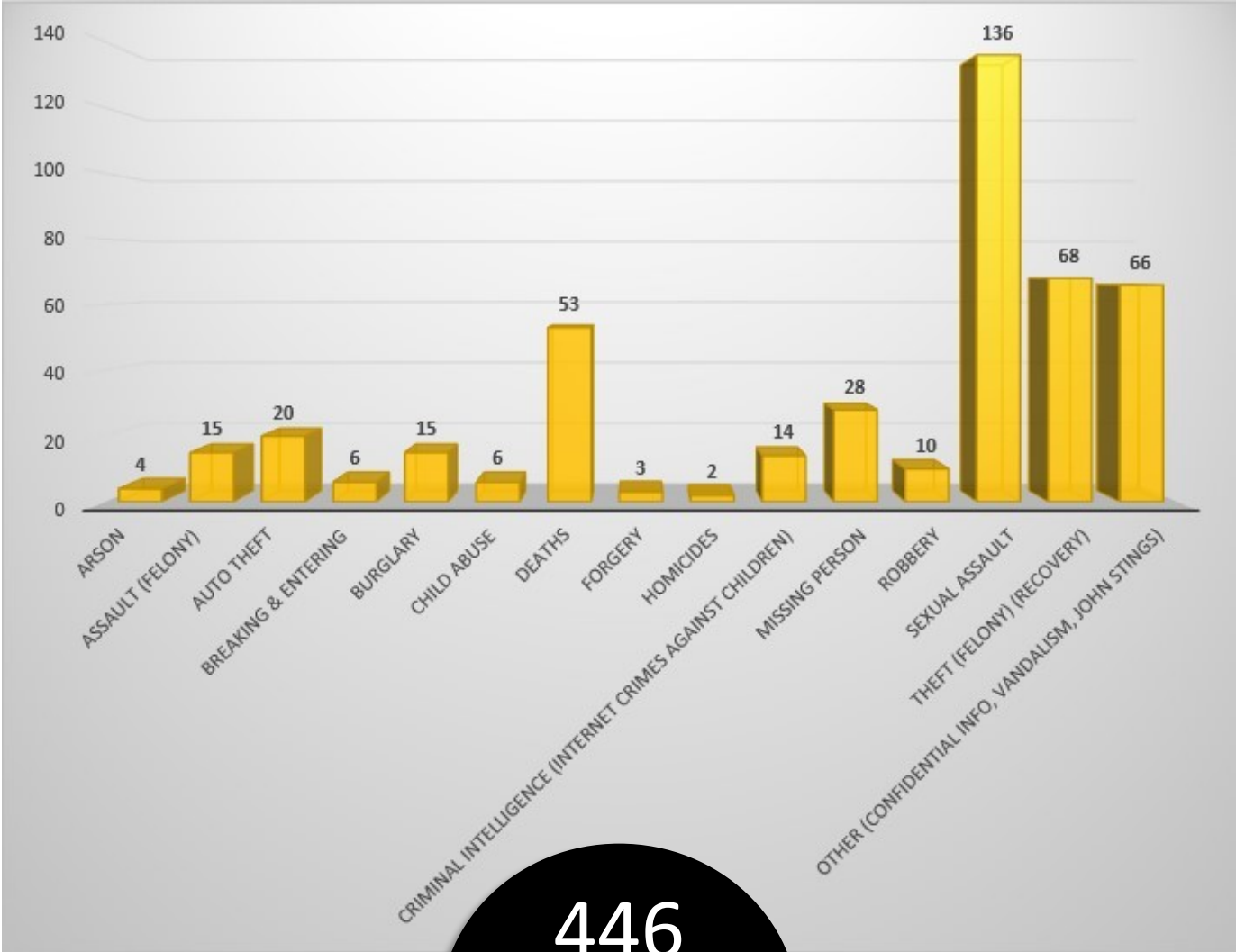
2023 Investigation Bureau Highlights

- **63** - After hours callouts on various crimes
- **232** - Background checks conducted
- **56** - Computer Voice Stress Analysis conducted
- **326** - Child Protective Services/Adult Protective Services referrals reviewed
- **3** - John-Stings conducted yielding 33 arrests
- **6** - Internet Safety classes taught
- Taught several training's for Sheriff's Office Deputies and Corrections Officers:
 - Testifying in Court / Report Writing Training
 - Interview and Interrogation Training
 - Crime Scene Photography Training
 - Crime Scene Training



Investigation Bureau Statistics

2023 Types of Cases in the Investigation Bureau



446
Total Number of Cases
Assigned in Investigative
Bureau



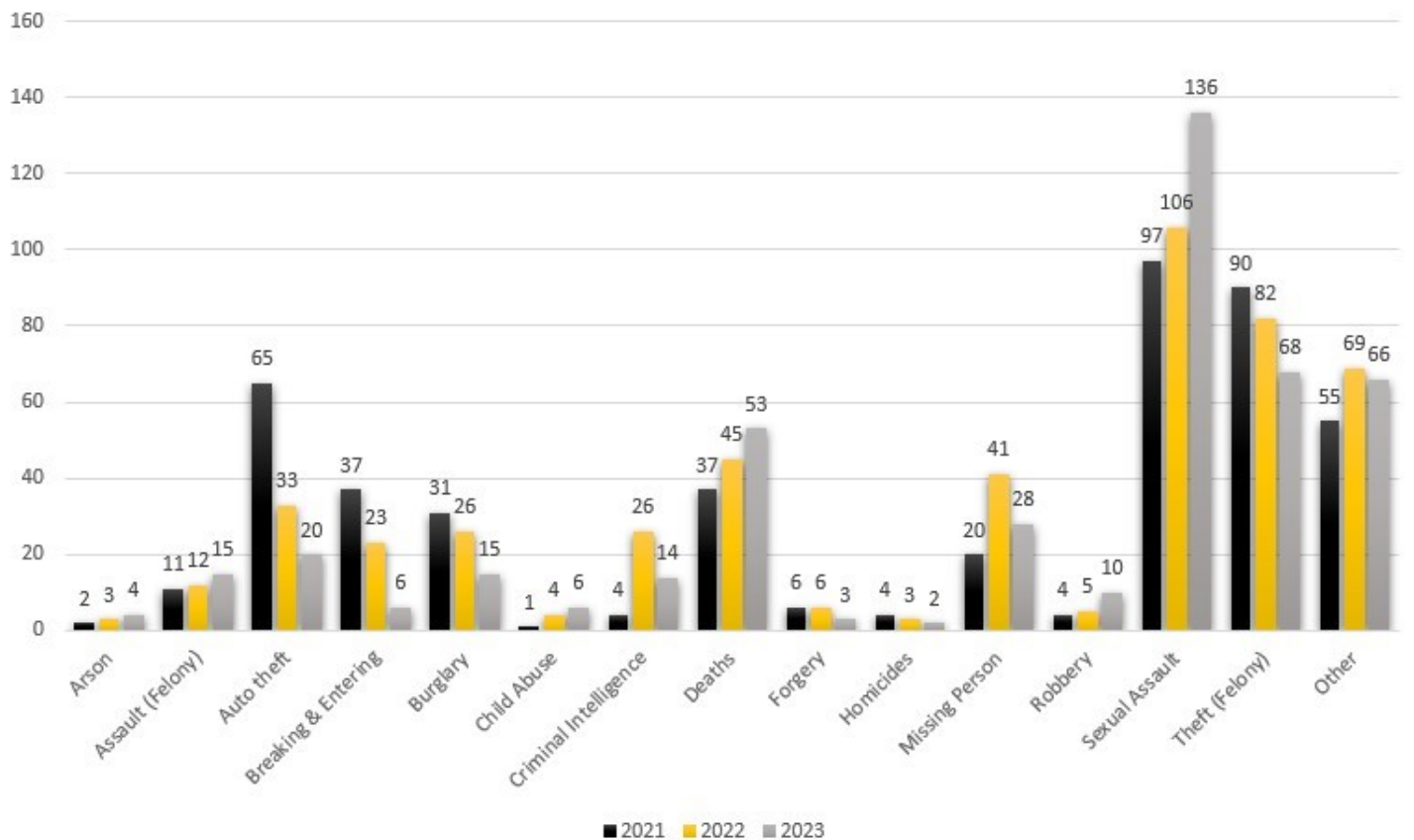
74 - Number of Cases Assigned to the Investigative Bureau in Canal Winchester



Investigation Bureau Statistics



Three - Year Comparison of Major Crimes



Data Above: Comparison of Major Crimes in Fairfield County from 2021 - 2023.



Community Response Unit



2023 Community Response Unit : Sergeant TJ Strawn (left), Corporal Tiffany Hedrick (center), Deputy David Maple (right).

The Community Response Unit (CRU) is responsible for overseeing, planning and coordinating all public relation events for the Sheriff's Office. Other responsibilities include Community Watch, Neighborhood Watch Programs, Community Policing, and Public Education and Safety.

2023 Community Response Unit Highlights

The Community Response Unit lead or participated in Community events held throughout the year such as threat assessments, self-defense, CREST (Civilian Response to Emergency Situation Training), ALICE (School Active Shooter Response), senior scams, fairs, festivals, community outreach events and parades. Programs included:

- 26 - Active Aggressor Trainings
- 18 - Senior Scam Presentations
- 22 - Self-defense Classes
- 7 - Threat Assessments
- 90 - Speed surveys throughout the county and several citizens' complaints
- 249 - Village area checks
- 37 - School events (touch a truck, reading programs, classroom visits, career days, etc.)
- 18 - Cyber safety classes (in schools and juvenile diversion classes)
- 102 - Community events (Parades, festivals, fairs, community meetings, senior activities, etc.)



Fairfield County Sheriff's Office Community Engagement



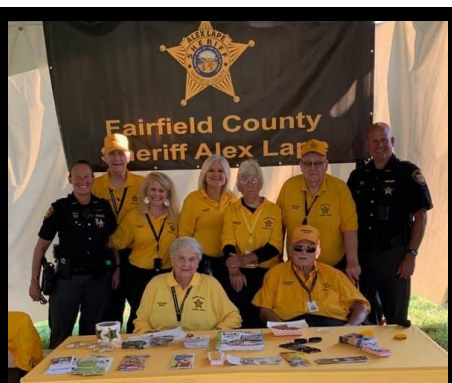
Independence Day Celebration: From the Buckeye Lake Blast, to the Pickerington, Bremen and Lancaster parades, the Sheriff's Office was proud to protect, serve and participate with our great community. (July 2023)



Criminal Justice Class: Detectives assisted the Lancaster High School Criminal Justice class by providing training and insights on evidence collection. (June 2023)



Christmas Cheer Program with the SWAT Team: The Fairfield County Sheriff's Office SWAT team assisted the Salvation Army with their annual "Christmas Cheer" program. This program helps hundreds of lower income families in our community by providing gifts and a Christmas dinner celebration for their families. (December 2023)



Sweet Corn Festival: Great weather and awesome people made the Millersport Sweet Corn Festival a great success. (September 2023)



Bowl for Kids Sake: Members of the Sheriff's Office team supported the Big Brothers-Big Sisters event held at the Tiki Bowling Lanes. (April 2023)

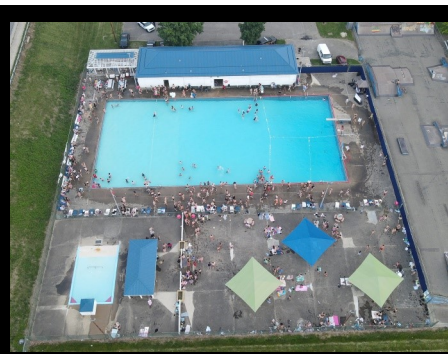


CRU at Bremen Elementary School: The Community Response Unit spent time at Bremen Elementary reading to the 1st grade class about superhero's and law enforcement. (September 2023)

Fairfield County Sheriff's Office Community Engagement



Wheelchair Football Challenge: The Sheriff's Office accepted the challenge from the Southeastern Ohio Center for Independent Living (SOCIL) and competed in wheelchair football. We lost the game but had a great time! (November 2023)



Teen Night at Miller Pool: The Sheriff's Office School Resource Officers, in partnership with Lancaster Parks & Recreation, held another successful "Teen Night" at Miller Pool. (June 2023)

Fallen Officer Memorial: The 2023 Fairfield County Fallen Officer Memorial was held at the downtown bandstand in Lancaster. We gathered to honor the selfless sacrifice of our friends and family members who are gone but not forgotten. (May 2023)



Self-defense Awareness Training: The Community Response Unit conducted women's self-defense and awareness training at the Frontier Church of God. (July 2023)



Community Awareness Day: Dispatcher Roby and Deputy Hummel participated in an event in the Village of Amanda to share knowledge of available resources in Fairfield County. (August 2023)



Constitution Day: The Sheriff spent time with 8th grade students at Bloom-Carroll Middle School talking about the history of the Constitution. (April 2023)

Fairfield County Sheriff's Office Community Engagement



Proper Use of 911: Community Response Unit, Deputy Maple, and Communications TAC, Elizabeth Maple, read stories and taught Pleasantville Elementary Kindergarten classes about the proper use of 911. (February 2023)



Polar Plunge: The Sheriff and Sheriff's Office staff jumped into icy Buckeye Lake to help raise money for United Way of Fairfield County. (January 2023)

Tech or Treat: The Fairfield County Sheriff's Office participated in "Tech or Treat" night at Eastland-Fairfield Career and Tech. Games, treats, and fun were had by all. (October 2023)



Hooks and Bobbers: The Fairfield County Sheriff's Office, School Resource Officers, partnered with Lancaster Parks and Recreation and ODNR for the annual youth fishing event for our community. (June 2023)



Fairfield County Fair: Many friends stopped by the Sheriff's Office tent at the 173rd Fairfield County Fair. (October 2023)



Shop with a Cop: Students, School Resource Officers, Deputies, and Corrections Officers picked out gifts to give to other students in our community. (December 2023)

Community Watch & Special Deputies

The Community Watch Program is comprised of volunteers that decided to ensure the safety of the community by forming a partnership with the Fairfield County Sheriff's Office.

Volunteers receive training, a uniform, and guidance from the Fairfield County Sheriff's Office to ensure the program succeeds in helping eliminate crime from neighborhoods.



Photo Above: Community Watch Volunteers

2023 Community Watch & Special Deputies Volunteer Hours

2023 Community Watch Numbers:

- 62 Active Members
- 2,976.25 Total Volunteer Hours for the Year
 - 1,658 Cruiser Hours - 10,755 Miles Driven
 - 571 Office Hours
 - 747.25 Public Event Hours

2023 Special Deputies (Auxiliary Numbers):

- 25 Auxiliary Deputies
- 1,949.75 Hours Donated by Volunteer Deputies

Community Watch Program Responsibilities

- Patrol designated areas and observe suspicious occurrences, people or objects, and check closed buildings upon request
- Perform routine house checks, when requested, and report any unusual occurrences
- Contact the Sheriff's Office upon observation of any suspicious vehicle or person

62

Active Community
Watch Members



School Resource Officers



The School Resource Officer (SRO) Program strives to provide a safe learning environment for the respective districts covered by the Sheriff's Office. Deputies assigned to the SRO Program are not only responsible for being present within the schools, reducing school violence, but to improve relationships and perceptions between students and staff. These Deputies are also responsible for continuing these efforts throughout the year by being active in extracurricular activities and summer programs, which involve students and the community. SRO Deputies are also active in Sheriff's Office specialized units including the Watercraft Program, Dive Program, K-9 therapy, and others.

School Resource Officers

The Sheriff's Office provides School Resource Officers to five different school districts in the county.



Deputy Myers

Bloom Carroll School District*:

- Deputy Mike Myers - Bloom-Carroll High School



Deputy Baughman

Canal Winchester School District:

- Deputy Matthew Baughman - Canal Winchester High School



Deputy Feasel

Fairfield Union School District*:

- Deputy Anna Feasel - Fairfield Union High School



Deputy Peck & K9 Nala

Lancaster School District:

- Deputy Kristy Peck - General Sherman Junior High School
- Deputy Brandin Peters - Thomas Ewing Junior High School
- Deputy Jennifer Stavroff-Whitaker - Lancaster High School



Deputy Peters



Deputy Stavroff-Whitaker

Pickerington School District:

- Deputy Tabitha Stephens - Lakeview Junior High School
- Deputy Michael Busby - Pickerington North High School



Deputy Stephens



Deputy Busby

**Jeff Dixon, Paul Roberts and Mark Bennington are Auxiliary Deputies*

Fairfield County Sheriff's Office

Additional Noteworthy Accomplishments in 2023



Fairfield County Emergency Building:

A ribbon cutting ceremony took place at the Fairfield County Emergency Services building, signifying it is fully operational. This building can be occupied and used for Sheriff's Office operations.
(February 2023)



Awards and Recognition:

Sheriff's Office team members and civilians were recognized with 41 awards and citations at the Awards and Recognition Luncheon. Out of the 41 awards, 17 were awards for team members and civilians involved in lifesaving incidents.
(May 2023)



Corporal Promotion:

For possibly the first time in the history of the Fairfield County Sheriff's Office, the Corporal rank was added to Sheriff's Office rank structure for deputies and corrections officers.
(May 2023)



Friend of an Educator:

School Resource Officer, Deputy Stephens, was recognized by the Pickerington Education Association with a "Friend of an Educator" award for her outstanding work in the Pickerington schools.
(June 2023)



Implementation Week:

The Sheriff's Office computer systems were upgraded in Computer Assisted Dispatching, Report Management System, Civil Office, Enforcement and Investigative Bureau, and the Jail booking system.
(June 2023)



Violet Township Substation:

The Violet Township Substation, located at 12941 Stonecreek Drive in Pickerington, opened to the public with a Civil Clerk stationed in this location to provide civilian fingerprinting and incident and accident reports.
(September 2023)



Deputy Baughman Recognized:

Canal Winchester School Resource Officer, Deputy Baughman was recognized by State Senator Michele Reynolds and Madison Township, for his part in recovery and investigation of firearms at a football game in Canal Winchester.
(September 2023)



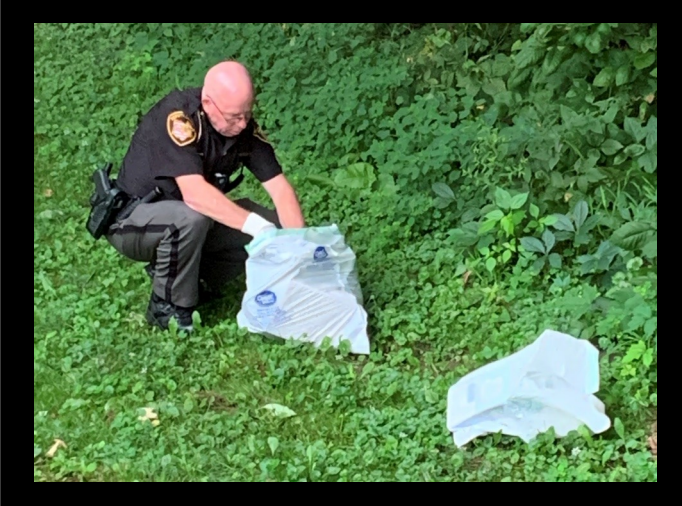
CLEM Accreditation:

Select leaders and administrators from the Sheriff's Office received accreditation from the Buckeye State Sheriff's Association as Certified Law Enforcement Managers (CLEM), a certification training in best practices and ethics in law enforcement.
(November 2023)



Litter Enforcement

Deputy Hummel is assigned the duties of enforcing litter violations within the county. He investigates illegal dumping and other refuse related issues. This position is partially funded by the Coshocton, Licking, Fairfield, and Perry (CFLP) Solid Waste District.



2023 Litter Enforcement Statistics

2023 Litter Statistics Summary:

- **81:** Number of Litter Complaints Received
- **90:** Number of Litter Complaints Investigated
- **52:** Number of Litter Warnings Issued
- **7:** Number of Illegal Dumping Charges Filed
- **32:** Number of Insecure Load Warnings
- **206:** Number of Traffic Stops
- **20:** Number of Insecure Loads

Bi-annual National Take Back Initiative

DEA Drug Take Back Days Overview

In 2023, the Fairfield County Sheriff's Office, Violet Township, The City of Canal Winchester, Diley Ridge Medical, and the Fairfield County Soil & Water Conservation District held two drug collection events at three locations for the bi-annual DEA National Rx Take Back Days and electronics recycling events. Diley Ridge collected **200.7 lbs.** of unneeded medication, while Walnut Township collected **43 lbs.**, and Violet Township collected **47 lbs.** During these events, **12,351 lbs.** of electronics were recycled.



290.7 lbs.

Total Medication Collected
on DEA Drug
Take Back Days



Property Room

In 2023, there were approximately **2,125** items submitted to the Property Room for evidence, safe keeping, or destruction related to **853** cases. A total of **281** of these cases were submitted to the State Labs for drug analysis, alcohol levels, DNA profiling, and fingerprint comparisons, and other testing.

2,125

Approximate Number of
Items Submitted to the
Property Room



Drone Team

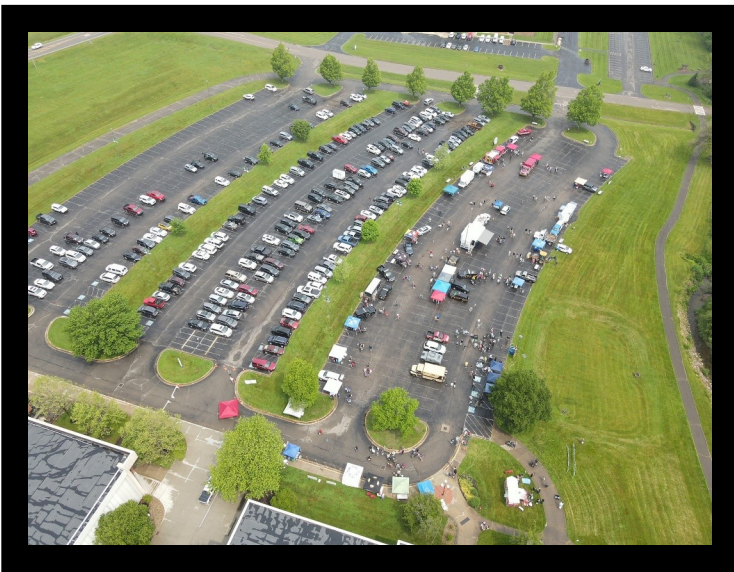


Photo Above: A photo taken by the Fairfield County Sheriff's Office Drone Team.

2023 Drone Statistics

The Fairfield County Sheriff's Office Drone Team consists of F.A. Certified Pilots and personnel working towards certification. In 2023, the Sheriff's Office drone team completed the following:

- Total Missions Flown: **42**
- Total Distance Flown: **997,515 Ft. / 188.9 Mi**
- Total Flight Hours: **9,049 Min. / 150.82 Hrs.**



Civil & Fiscal Unit

Civil & Fiscal Unit Personnel



Photo Above: Civil & Fiscal Supervisor, Elisa Dowdy, (center) with Civil & Fiscal Unit Personnel

Civil & Fiscal Unit Responsibilities

The Civil and Fiscal Unit includes Civil Services, Fiscal Services, and Human Resources.

The Civil area oversees court process for service which can include summons, subpoenas, protection orders, and other court documents that require service by deputies or certified mail.

The Civil area also includes Records which is responsible for all Incident and Accident reports taken, civilian background checks, civilian fingerprinting, requests for reports, and maintaining arrest records.

Vacation checks are another responsibility of this area. This program is free to the residents of Fairfield County who live outside city limits.

The Fiscal area includes accounts payable and receivable, payroll processing, Human Resources, budget preparation and forecasting, managing grants and special funds, sheriff sales, and fulfilling various public records requests, including personnel files, body cam video, etc.



Civil & Fiscal Unit Statistics

Civil & Fiscal Unit 2023 Statistics



2,884 Fingerprints (Includes 30 Fingerprints processed at the Violet Substation)*



890 Accident Reports Issued**



4,261 Incident Reports Issued**



5,737 Service Papers



1,274 Requests for Body Camera Video

*Does not include Concealed Carry Fingerprints

**Reports issued include report numbers issued by Dispatch where a report number is issued in error. This number will vary from actual accident reports fully processed.



Civil & Fiscal Unit Statistics

Civil & Fiscal Unit 2023 Statistics



**SHERIFF
SALE**

103 Sheriff Sales



11 Writs of Executions



13 Writs of Possession



Concealed Carry

119 Licenses Issued

1,152 Licenses Renewed



Civil & Fiscal Unit Statistics

Fingerprinting

	2021	2022	2023
Webcheck BCI/I or FBI	1,201	1,107	1,109
Webcheck BCI/I and FBI	996	996	1,084
Webcheck/Law Enforcement (no charge)	199	188	273
Manual/Card (approx.)	318	436	418
Total*	2,714	2,727	2,884
% Difference from prior year	+1%	+0.5%	+5%

Data Above: Number of fingerprints processed over the last three years. The Webcheck stats do not include fingerprints completed for Concealed Carry.

Reports

		2021	2022	2023
Accident Reports	Non-Injury	623	657	665
	Injury/Death	198	203	225
	Total	821	860	890
	% Diff. from prior year	+36%	+5%	+4.5%
Reports Issued **	Incident	4,930	4,683	4,261
	Accident	838	860	890
	Total	5,768	5,543	5,313
	% Diff from prior year	+16%	-4%	-7%

Data Above: The number of Accident and Incident reports over the last three years. **Reports issued include report numbers issued by Dispatch where a report number is issued in error. This number will vary from actual accident reports fully processed.

Service Papers

		2021	2022	2023
Service Papers	Total	4,558	5,552	5,737
	% Diff from prior year	+30%	+22%	+3%

Data Above: Number and percent of service papers processed over the last three years.



Civil & Fiscal Unit Statistics

Sheriff Sales, Writs of Executions & Writs of Possession

		2021	2022	2023
Sheriff Sale	Total	75	81	103
	% Diff from prior year	-22%	+8%	+21%
Writs of Executions	Total	5	7	11
	% Diff from prior year	-29%	+40%	+36%
Writs of Possession	Total	11	8	13
	% Diff from prior year	-21%	-27%	38%

Data Above: Comparison of the number of Sheriff Sales, Executions, and Writs of Possession over the last three years.

Concealed Carry

	2021	2022	2023
# License Issued	562	202	119
% Diff. from prior year	-11%	-64%	-41%
# License Renewed	1,768	937	1,152
% Diff. from prior year	+38%	-47%	19%
# License Suspended	9	4	8
# License Revoked	6	4	6
# Applications Denied	25	13	8
# Licensed Proc. Susp.	30	4	2
# Replaced	87	50	42
# Temp. Emergency Issued	0	0	0
% Diff. from prior year	-100%	-	0
# Temp. Emergency Susp.	0	0	0
# Temp. Emergency Revoked	0	0	0
# Temp. Emergency Denied	0	0	0

Data Above: Comparison of Concealed Carry licenses issued, renewed and temporary licenses issued over the last three years.



Civil & Fiscal Unit

2023 Concealed Carry Overview

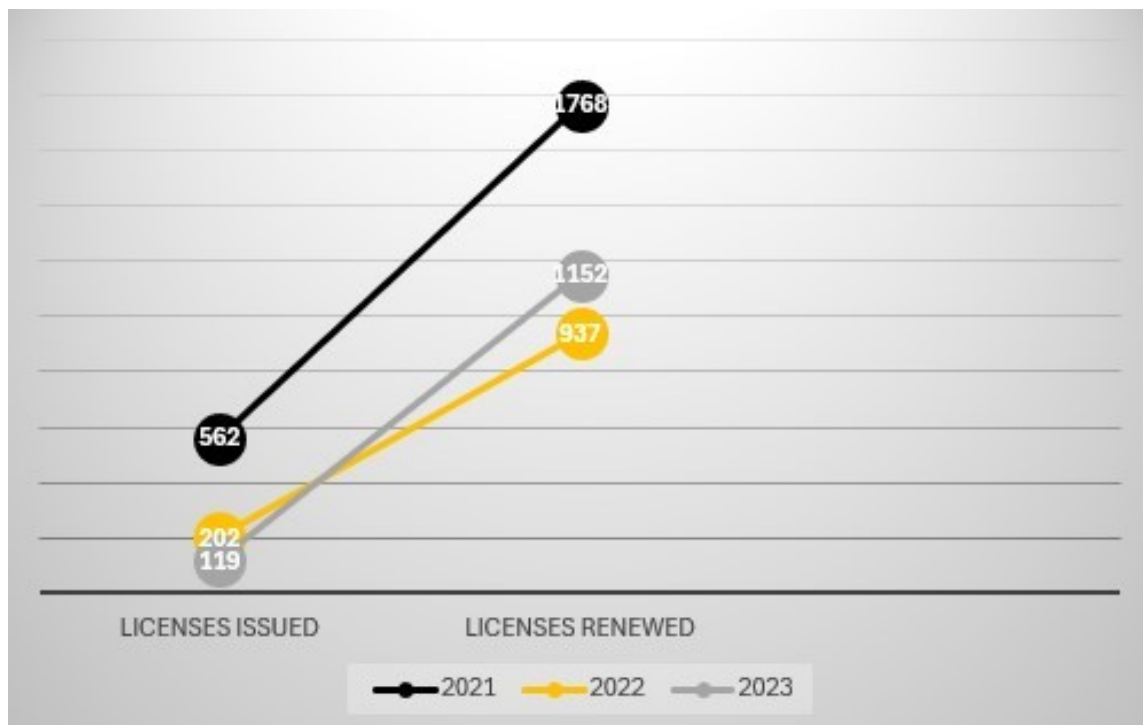


The Fairfield County Sheriff's Office Concealed Carry Office provides licensing services for Ohio Concealed Carry Licensing. The Ohio Constitutional Carry that went into effect June 13, 2022 was a large factor affecting the 2022 Concealed Carry License applications and statistics. Individuals must educate themselves on the benefits of continuing to be a licensed Concealed Carry holder verses Constitutional Carry. Some of the benefits to retaining an Ohio Concealed Carry License include: being able to

carry concealed in your vehicle (2923.16), carrying concealed outside of the state of Ohio to reciprocal states, and purchasing a firearm without a NICS check using your Ohio Concealed Carry License at participating firearms vendors.

The office has not wavered on the integrity of the background investigative process for each applicant to verify they meet all required state and federal law qualifications as required in ORC 2923.125.

Issued Concealed Carry Licenses

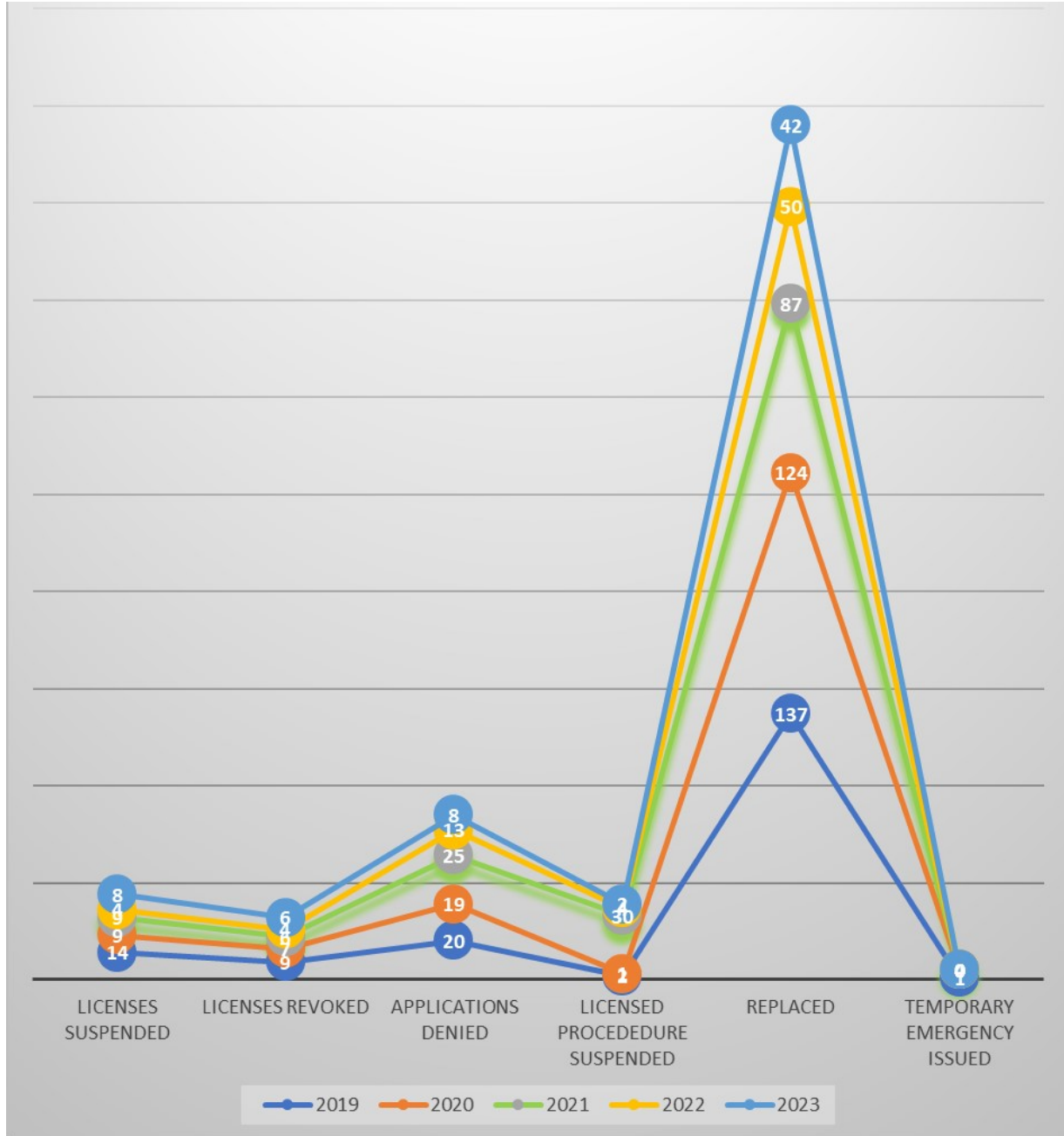


Graph Above: The number of Concealed Carry Licenses issued and renewed over the last three years.



Civil & Fiscal Unit

Concealed Carry: Suspended, Revoked & Denied Licenses



Graph Above: 2021 had an unusual number of licenses where the processing had to be suspended. This was due to Ohio's Bureau of Criminal Investigation and Identification (BCII) overhauling their Criminal History servers and programs to upgrade to the Ohio Biometric Identification System (OBIS) which they utilize in the processing of electronic fingerprints. This rollout required some processes to have extensive delays which caused some applicants to exceed the 45 days allotted for the Concealed Carry Processing of an application. In those cases, the process got suspended until the full background was received.



Civil & Fiscal Unit

2023 Money Generated in Civil & Fiscal Unit

Month	Fingerprints	Sheriff Sales	Service Fees	Copies/Local Background Checks	Concealed Carry	Total for the Month
			\$ (100.00)	Money paid into wrong account		
January	\$ 9,900.00	\$ 90,851.70	\$ 5,451.07	\$ 295.75	\$ 4,546.50	\$ 111,045.02
February	\$ 7,625.00	\$ 102,532.01	\$ 5,636.90	\$ 251.70	\$ 3,855.25	\$ 119,900.86
March	\$ 10,575.00	\$ 80,100.00	\$ 14,147.89	\$ 272.10	\$ 6,322.25	\$ 111,417.24
April	\$ 7,575.00	\$ 455,979.20	\$ 8,617.08	\$ 124.05	\$ 3,813.25	\$ 476,108.58
May	\$ 8,970.00	\$ 186,449.10	\$ 12,476.50	\$ 250.50	\$ 5,843.25	\$ 213,989.35
June	\$ 8,590.00	\$ 690,069.40	\$ 10,825.30	\$ 314.05	\$ 4,085.00	\$ 713,883.75
July	\$ 8,715.00	\$ 1,024,396.90	\$ 4,358.27	\$ 440.05	\$ 4,892.50	\$ 1,042,802.72
August	\$ 9,605.00	\$ 465,184.60	\$ 4,964.85	\$ 3,882.96	\$ 6,343.25	\$ 489,980.66
September	\$ 6,810.00	\$ 143,429.50	\$ 7,360.84	\$ 105.05	\$ 4,147.50	\$ 161,852.89
October	\$ 7,990.00	\$ 341,486.83	\$ 4,775.75	\$ 181.10	\$ 4,206.75	\$ 358,640.43
November	\$ 6,445.00	\$ 28,866.07	\$ 6,343.26	\$ 274.60	\$ 4,152.00	\$ 46,080.93
December	\$ 5,635.00	\$ 88,254.00	\$ 7,792.65	\$ 146.05	\$ 4,133.25	\$ 105,960.95
Total for Year	\$ 98,435.00	\$ 3,697,599.31	\$ 92,750.36	\$ 6,537.96	\$ 56,340.75	\$ 3,951,663.38

2023 Excess Revenue Paid Back to the General Fund

Month	Fingerprints	Impounds	Sheriff Sales	Service Fees	Copies/Local Background Checks	Concealed Carry	Total for the Month
January	\$ 7,803.25	\$ -	\$ 200.00	\$ 5,451.07	\$ 295.75	\$ 3,270.00	\$ 17,020.07
February	\$ 6,991.00	\$ -	\$ 2,736.00	\$ 5,636.90	\$ 251.70	\$ 1,340.25	\$ 16,955.85
March	\$ 4,000.25	\$ -	\$ 50.00	\$ 14,147.89	\$ 272.10	\$ 4,496.00	\$ 22,966.24
April	\$ 1,220.25	\$ -	\$ 7,167.00	\$ 8,617.08	\$ 124.05	\$ 2,428.00	\$ 19,556.38
May	\$ 2,879.25	\$ -	\$ 50.00	\$ 12,476.50	\$ 250.50	\$ 4,185.75	\$ 19,842.00
June	\$ 2,356.75	\$ -	\$ 3,778.50	\$ 10,825.30	\$ 314.05	\$ 2,810.00	\$ 20,084.60
July	\$ 262.75	\$ -	\$ 400.00	\$ 4,358.27	\$ 440.05	\$ 3,435.25	\$ 8,896.32
August	\$ 2,234.50	\$ -	\$ 300.00	\$ 4,964.85	\$ 3,882.96	\$ 4,454.00	\$ 15,836.31
September	\$ 932.75	\$ -	\$ 50.00	\$ 7,360.84	\$ 105.05	\$ 2,691.00	\$ 11,139.64
October	\$ 3,621.50	\$ -	\$ 13,495.00	\$ 4,775.75	\$ 181.10	\$ 2,955.00	\$ 25,028.35
November	\$ 1,103.75	\$ -	\$ 4,235.00	\$ 6,343.26	\$ 274.60	\$ 2,945.25	\$ 14,901.86
December	\$ 967.50	\$ -	\$ 8,254.00	\$ 7,792.65	\$ 146.05	\$ 2,577.00	\$ 19,737.20
Total for Year	\$ 34,373.50	\$ -	\$ 40,715.50	\$ 92,750.36	\$ 6,537.96	\$ 37,587.50	\$ 211,964.82



Civil & Fiscal Unit

2023 Fingerprinting & Local Background Check Data

Fingerprinting on Webcheck	Type of Fingerprints	Number Processed	Amount
	BCI or FBI only	1,109	\$38,815.00
	BCI and FBI	1,084	\$59,620.00
	Law Enforcement	273	-
	Total Number of Fingerprints	2,466	\$98,435.00

Paid Manual Fingerprints		418	\$2,090.00
Paid Local Background Checks		131	\$655.00
	Total of Manual Prints and Local Background Checks		\$2,745.00

Data Above: The Civil Bureau can scan electronic fingerprints or take manual fingerprints on manual print cards. Electronic fingerprints are submitted to the Bureau of Criminal Investigation through WebCheck. The Fairfield County Sheriff's Office also does Local Background Checks which is a document that shows if a person has a criminal record in the Fairfield County Jail. The Webcheck stats do not include fingerprints completed for Concealed Carry.



2019 - 2023 Crime Statistics

Uniform Crime Index

	2019	2020	2021	2022	2023
Murder	1	2	1	3	3
Rape	23	21	23	44	49
Robbery	16	8	8	10	12
Aggravated Assault	8	28	2	12	12
Burglary	174	127	105	124	91
Theft/Larceny	1,040	939	924	912	994
Vehicle Theft	56	44	22	21	51
Arson	1	1	1	0	3
TOTALS	1,318	1,170	1,086	1,128	1215
% INCREASE/DECREASE	-9%	-11%	-7%	4%	7%

Graph Above: The following statistics were gathered from the Reports Management System (RMS). This system is an incident-based report program by ID Networks which can collect data on each single crime occurrence giving detailed information on a crime with data collected from the reports entered by our deputies into the RMS. Statistics from this section may vary from previous Fiscal Reports due to the change in computer programs, law changes, procedure changes, how deputies enter reports, and method used to obtain specific statistics.



2021 - 2023 Personnel Costs

For Personnel Paid from the Sheriff's General Fund Budget

		<u>2021</u>	<u>2022</u>	<u>2023</u>
Salary Total		\$7,579,816	\$7,910,054	\$8,152,472
Overtime		\$1,143,346	\$1,420,363	\$1,070,893
Benefits				
	PERS	\$1,427,213	\$1,525,243	\$1,483,995
	Unemployment	\$168	-	-
	Health Insurance	\$1,809,130	\$1,898,974	\$1,859,279
	EAP	\$469	\$275	\$403
	Worker's Comp	\$132,605	\$56,229	\$61,887
	Medicare	\$121,516	\$130,766	\$127,899
	Life Insurance	\$5,437	\$4,434	\$4,378
Benefit Total		\$3,496,538	\$3,615,921	\$3,537,840
GRAND TOTAL FOR ALL SERVICES		\$12,219,700	\$12,946,338	\$12,761,205



2021 - 2023 Financial Statement

Expenditures	2021	2022	2023
<u>GENERAL FUND</u>			
MAIN SHERIFF'S OFFICE			
Personnel Services	\$ 12,219,700	\$ 12,946,338	\$ 12,761,205
Other Disbursements	\$ 3,037,884	\$ 3,151,496	\$ 3,687,352
Total Expenditures	\$ 15,257,584	\$ 16,097,834	\$ 16,448,557
TOTAL GENERAL FUND ACTIVITY			
Total Appropriations & Carryover	\$ 16,094,569	\$ 17,000,549	\$ 18,651,541
Total Disbursements	\$ 15,257,584	\$ 16,097,834	\$ 16,448,557
Encumbrances	\$ 132,768	\$ 335,819	\$ 920,813
Difference from General Fund	\$ 704,217	\$ 566,896	\$ 1,282,171
<u>OTHER FUNDS</u>			
ROAD & BRIDGE / WEIGHTS & SCALES			
Personnel Services	\$ 105,085	\$ 105,816	\$ 106,974
Other Disbursements	\$ -	\$ 846	\$ 64,878
Total Expenditures	\$ 105,085	\$ 106,661	\$ 171,852
C.F.L.P. Litter Enforcement Fund			
Personnel Services	\$ 66,818	\$ 77,595	\$ -
Other Disbursements	\$ 15,430	\$ 6,628	\$ 4,116
Total Expenditures	\$ 82,248	\$ 84,223	\$ 4,116
Policing Revolving Contract Funds			
Personnel Services	\$ 1,820,021	\$ 2,029,868	\$ 2,178,307
Other Disbursements	\$ 73,877	\$ 84,021	\$ 94,268
Total Expenditures	\$ 1,893,898	\$ 2,113,889	\$ 2,272,576
TOTAL OTHER FUNDING ACTIVITY			
Total Appropriations & Carryover	\$ 2,062,132	\$ 2,382,986	\$ 2,485,883
Total Disbursements	\$ 2,081,231	\$ 2,304,773	\$ 2,448,544
Difference From Available Funding	\$ (19,099)	\$ 78,213	\$ 37,339
COMBINED GENERAL & OTHER FUND ACTIVITY			
Total Appropriations & Carryover	\$ 18,156,701	\$ 19,383,535	\$ 21,137,424
Total Disbursements	\$ 17,338,815	\$ 18,402,608	\$ 18,897,101
Encumbrances from GF	\$ 132,768	\$ 335,819	\$ 920,813
Difference From Available Funding	\$ 685,118	\$ 645,109	\$ 1,319,510



Special Weapons and Tactics (SWAT)



The Sheriff's Office Special Weapons and Tactics (SWAT) team was formed in an effort to enhance the Sheriff's Office ability to quickly respond to dangerous and unusual situations. The unit is responsible for the service of high-risk narcotics warrants, high-risk search warrants, hostage and barricade situations, and other high risk or unusual law enforcement related functions.



Photo Above: SWAT Personnel

2023 SWAT Missions

16 missions were recorded in 2023:

- 9 Warrant Service
- 1 Manhunt
- 5 Barricades
- 1 Warrant Round-Up

Search warrants included **6** from the Fairfield County Sheriff's Office Investigation Bureau, **1** was a federal search warrant from the Drug Enforcement Administration, **1** search warrant was for the Pickerington Police Department, and **1** search warrant was for the Hocking County Sheriff's Office.

SWAT responded to **5** barricades. **2** barricades were from the result of domestic violence incidents. **1** of the domestic violence barricades was requested by Hocking County Sheriff's Office when deputies took fire from a suspect armed with several AR-15 rifles.

SWAT personnel attempted to serve a rape warrant for Franklin County Sheriff's Office. When SWAT arrived on scene, they were met with gunfire. SWAT eventually made entry into the home and discovered the suspect dead from a self-inflicted gunshot wound. SWAT also successfully resolved a vehicle barricade that started from a vehicle pursuit that the Baltimore Police Department initiated, and another from a suspect who was under the influence of methamphetamine and claimed he was being held against his will.

Other missions included an arrest warrant on a wanted felon through the Adult Parole Authority and an inmate that fled a vehicle while being transported by a rehab facility.

SWAT Personnel


- 23 Fairfield County Sheriff's Office Deputies
- 5 Pickerington Police Officers
- 5 Fairfield Medical Center Police
- 3 Violet Township Medics




From: [Cordle, Aundrea N](#)
To: [Mennigen, Rochelle M](#)
Subject: FW: [E] Interim Dean of OHIO Lancaster Appointed
Date: Wednesday, May 22, 2024 4:07:51 PM
Importance: High

For review.

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

 210 E. Main St. • Lancaster, OH 43130

 740-652-7890 (t) • 740-687-6048 (f)

 www.co.fairfield.oh.us



From: McNeal, Lewatis <mcneall@ohio.edu>
Sent: Tuesday, May 21, 2024 9:31 PM
To: McNeal, Lewatis <mcneall@ohio.edu>
Subject: [E] Interim Dean of OHIO Lancaster Appointed
Importance: High

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.



Greetings Lancaster Community,

I am delighted to announce the appointment of Dr. Martha Kline as the Interim Dean of Campus and Community Relations at Ohio University Lancaster, effective July 1, 2024. Dr. Kline will be taking over from me as I return to my permanent position as

Vice Provost for Regional Higher Education and Partnerships at Ohio University in Athens.

Dr. Kline has been an integral part of the OHIO Lancaster community since 1996. She has held various significant roles, including Coordinator for the University Division and Faculty Chair, and is currently serving as an Associate Professor of Chemistry. Her exemplary dedication to our students and profound understanding of both the campus and the broader Lancaster community make her an ideal fit for this leadership role.

I am confident that Dr. Kline's leadership will greatly benefit our campus during this transition. As Dr. Kline stated, "I am honored and excited to serve as Interim Dean of Campus and Community Relations for Lancaster. Over the years, I have participated in a variety of activities at the local, regional, and university-wide level. I have had the privilege to work with colleagues whose creativity, dedication, and talent have been inspiring. Ohio University Lancaster is a special place, and I am eager to embrace leadership responsibilities and work with our local partners to foster a thriving campus community."

Dr. Kline's impressive career prior to joining OHIO includes roles as an adjunct instructor of chemistry at Santa Fe Community College, a Research Associate at the Center for Drug Discovery in Gainesville, Florida, and a Postdoctoral Fellow at the University of British Columbia in Vancouver, British Columbia. She holds a Ph.D. in Chemistry from the University of North Carolina and a Bachelor of Science in Chemistry from Ohio University.

I am excited about the future of OHIO Lancaster under her capable leadership. I will be sure to connect you with Dr. Kline once she begins her interim role.

Best regards,

Dr. Lewatis McNeal
Vice Provost for Regional Higher Education and Partnerships
Ohio University

Fairfield County commissioners pass resolution calling for solar field exclusionary zones



Jeff Barron

Lancaster Eagle-Gazette

May 22, 2024

LANCASTER – The Fairfield County Board of Commission Tuesday passed a resolution restricting companies from constructing industrial solar farms exceeding 50 megawatts in unincorporated areas of the county.

Those areas are called exclusionary zones. Some landowners have already signed contracts to lease their land to solar companies.

Commission President Dave Levacy and Commissioner Jeff Fix voted to pass the resolution. Steve Davis abstained because he is expected to represent the county on the Ohio Power Siting Board, which approves or disapproves solar field development.



Fix said the move was difficult and the commission is trying to find the balance between the individual property rights of those wanting to lease their land to solar companies and the rights of their neighbors. But he said he supported the exclusionary zone resolution mainly based on considering the future of the county.

Levacy said he agreed with Fix's comments.

Sherry Pymer, who opposes solar fields, said she was "very pleased with the outcome."

"Now our fight is just beginning because we have the project (Eastern Cottontail Solar in Walnut Township) that is partially grandfathered.," she said. "So it will go to the Ohio Power Siting Board."

Land & Liberty Coalition field representative Nick Bundren was opposed to the resolution on the basis of the land owners' rights to what they want to do with their property.

"It's something that we're seeing all across Ohio," he said. "For our non-profit advocates for private property rights and renewable energy, the job's not finished. We're going to continue to fight the good fight."

The resolution doesn't necessarily mean the end of solar fields locally. Eastern Cottontail may be allowed to build in Walnut Township because it started its project before October 2021. That's when Gov. Mike DeWine signed Ohio Senate Bill 52 into law which mandated the numerous steps a company must follow to build a solar field.

Levacy said there is another proposed solar farm project near Amanda. However, any company wanting to build a solar field must first get approval from the OPSB. Eastern Cottontail placed an advertisement in the Eagle-Gazette on Sunday saying it wants to apply to the OPSB in the summer and possibly start operations as early as 2026.

The commissioners passed the resolution following a public hearing at the Liberty Center on Tuesday in which it appeared about 100 to 125 people or so attended. Several people spoke for the resolution restricting solar farms and several spoke against the resolution.

Hocking Township Trustee Gail Ellinger spoke in support of it.

"We were probably one of the last townships to pass a resolution restricting solar," she said. "I've put a lot of thought into and talked to a lot of residents. Because I do believe in property rights, but I also believe in property value rights, as well.

"From the constituents I've talked to in our township we have more opposing than we do in favor (of solar fields). Actually, I've not talked to one person that's in favor of it in our township. Even the farmers that I've talked to said they get solar offers every week, every two weeks. They said they are not interested in doing it."

Brian Compton also asked the commissioners to pass the resolution.

"I vote every time," he said. "My vote is always yes on the schools, fire, EMS, libraries, the parks. It's always a yes vote to better our community. But if you drive that first pylon it's going to decrease my home value by \$200,000. And if that happens I will not have another yes vote for as long as I live. Sorry. That's what that would do to the community."

Joanie Miller spoke in opposition to the resolution restricting solar fields.

"All of the things that have been said today, I don't necessarily disagree with," she said. "But one of the things people have to understand is that farming is a business. My husband and his brother did not inherit land. They built their business from the ground up.

"They made good business decisions. And that's what we're talking about here, is making a business decision. People tell me that farming is a lifestyle. Yes, it is. But if you don't conduct your business well, you won't be living the lifestyle."

5-2-2024

Dear County Commissioners,

Since working for the Village of Amanda for 20 years and raising my kids in this area. I have always had concerns in regards to the location of the only community park. As you know, the only green space for the Village of Amanda and surrounding farmlands is not within the village limits. It resides just outside the village limits along the county road at 6010 Amanda Southern Rd.

As parks contribute to the health and wellness of children, youth, adults, and seniors the need for access to this vital commodity is essential. However, the lack of parking and walking accessibility makes this asset less attainable.

One of the main concerns I have is access. There is no walking access to the park from the municipality. Which mean unless someone walks down the county road or drives to the park it isn't utilized. I believe if a walk path/ sidewalk is installed from the village limits to the park, more residents would make use of the facility. Unfortunately, since the road leading to the park is a county road the village council is not able to put in sidewalks in themselves.

In addition to the access issue, as the county grows more and more people will utilize the facility. Which during ball season the park already overflows with cars and the need for more parking is a necessity. Since the park is landlocked surrounded by farmland and the owners not willing to sell the need for alternative access is needed.

I believe that having a walk path/sidewalk to the park could eliminate the walking access and some of the parking issues. As nearby resident would have the means to walk safely to the park without the need to drive.

As governments provide the parks and recreation to our communities and the overall health and wellness of our county residents are all our concern. I hope that you would consider setting aside some funds to install a walk path/sidewalk from the village limits to the Ed Wolfe Park. I understand there might be other things that might vie for the funds but the need for the well being of our county residents are appreciated.

Sincerely,

Carrie Ayers Fiscal Officer Village of Amanda/Concerned Citizen

740-969-4771



Fairfield County Engineer

3026 W. Fair Ave.
Lancaster, OH 43130
Main: (740) 652-2300
Fax: (740) 687-7055

5/23/24

Ms. Carrie Ayers
Village of Amanda
116 East Main Street
PO Box 250
Amanda, Ohio 43102

Ms. Ayers,

I recently received your letter regarding parking and sidewalks for the community park outside Amanda. The County Engineer does not install or maintain sidewalks along county roads. The solution to the issue you've outlined would be for the Village of Amanda to annex that portion of Amanda Southern Road and move the Village Corporation Limits south to encompass the community park. The annexation of that portion of Amanda Southern Road, and the Community Park, would be the first step towards the Village possibly improving the pedestrian and vehicle access to the park. Only after annexation can the village begin to look at the design and installation of sidewalks and parking. We recently went through the annexation process with the City of Lancaster to allow them additional access to a new city park along Wilson Road. If you have additional questions about the annexation process or if the Village Council would like to move forward with annexation, please feel free to contact me at 740-652-2482 or email me at jason.grubb@fairfieldcountyohio.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jason Grubb".

Jason Grubb
Deputy Director of Operations
Fairfield County Engineers Office

cc: Jeremiah Upp, P.E., P.S.

Jeremiah D. Upp, P.E., P.S., County Engineer

To: Fairfield County Commissioners & Staff
 From: Dr. Carri Brown, County Auditor
 Date: May 23, 2024
 Subjects: Principal Taxpayers – Public Utility Tax



Here is an advance copy of a chart that shows taxpayers of **public utility tax** in Fairfield County for 2023 and 2014.

		2023	
Taxpayer	Type	Assessed Valuation	Percent of Assessed Valuation
Columbia Gas Transmission	Public Utility	\$ 206,880,610	43.23%
Ohio Power Company	Public Utility	81,446,990	17.02%
American Electric Power Ohio Transmission Company *	Public Utility	67,108,910	14.02%
Rockies Express Pipeline LLC	Public Utility	48,184,340	10.07%
South Central Power Company	Public Utility	38,626,910	8.07%
Texas Eastern Transmission	Public Utility	16,492,260	3.45%
Columbia Gas of Ohio Inc.	Public Utility	8,927,870	1.87%
Eastern Gas Transmission	Public Utility	5,251,270	1.10%
Northeast Ohio Natural Gas	Public Utility	2,397,930	0.50%
Total		\$ 475,317,090	99.33%

*AEP Ohio – new to the top three

		2014	
Taxpayer	Type	Assessed Valuation	Percent of Assessed Valuation
Rockies Express Pipeline, LLC	Public Utility	\$ 61,539,630	32.13%
Ohio Power Company	Public Utility	48,390,270	25.26%
Columbia Gas Transmission	Public Utility	36,321,380	18.96%
South Central Power Company	Public Utility	25,472,250	13.30%
Texas Eastern Transmission LP	Public Utility	6,830,200	3.57%
Columbia Gas of Ohio, Inc.	Public Utility	4,186,510	2.18%
Dominion Transmission	Public Utility	3,343,160	1.74%
Total		\$ 186,083,400	97.14%

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030
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Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

May 23, 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 ...

★ This week, Dave Burgei, Bev Hoskinson, Josh Harper, Noel Soddors, Mesina Clark, Jessica Ferguson, and Kayla Speakman attended the Tyler Conference. They obtained good information to share. And there is tremendous support for continuing to review cashiering, reporting, and payment modules within local work groups, which should be very helpful.

- We have received completed surveys from libraries to help us plan for the Budget Commission meeting in August. We are encouraging the libraries to work together to develop consensus.
- Carri attended a CAAO meeting this week in order to continue to communicate about potential property tax legislation. Priorities of improvement of the homestead program and the owner occupancy credit, along with evaluation of new programs, continue to be shared.

★ Thanks to Stacy Knight for the thoughtful Map of the Month showing Memorial Day traditions. The map was featured in the Lancaster Eagle Gazette this week.

- The communications plan for the second half tax adjustments is going very well. There are more than ten different points of communication to help share information about adjustments. We have issued news releases, posted items on multiple social media platforms, mailed letters, and made phone calls. We will hold a call center in June. Contacts with residents have been positive overall to date.
- Greg Forquer attended the hearing about the solar farm exclusions this week. Thanks for representing the office, Greg! Greg provided a detailed summary of the hearing to inform team members.
- Carri and Rachel participated in the tax incentive review council in Reynoldsburg this week. It was an efficient meeting – and it was nice to connect with our colleagues in Franklin County, too.
- Interim evaluations are underway! Thanks to everyone for conducting these important meetings with one another.
- Rachel Elsea, Jen Dickerson, and Josh Anders attended the ADAMH banquet on May 21st.
- Carri attended a ceremony to announce scholarships at Ohio University. We are so fortunate to have Ohio University in our community and to have donors of scholarships to support our young adults in their journeys. (This week, we posted congratulations on social media to Dr. Pam Kaylor for the award Ohio University received from the Pickerington Chamber of Commerce.)

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5/28/2024

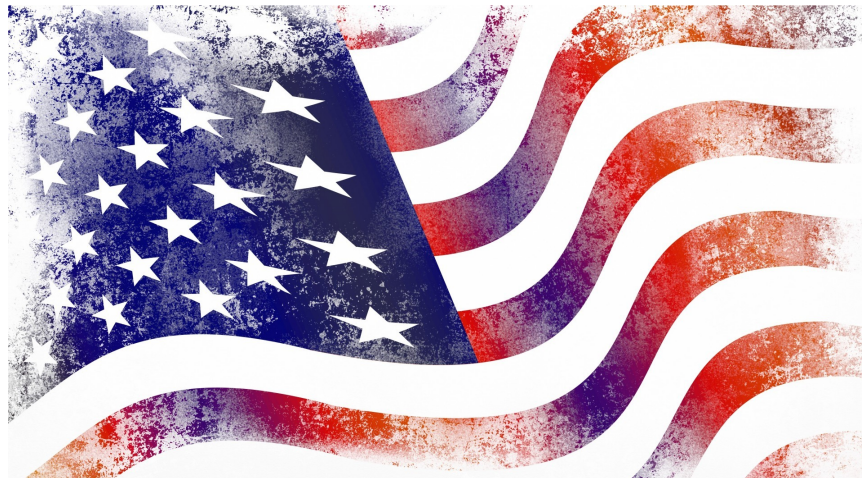
088

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

May 23, 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 ...

- A chock-full but **very efficient BOR meeting was held on Wednesday**. Thanks to the team for good preparation for that meeting. There is one more formal Board of Revision hearing day.
- ★ **We met virtually with our colleagues in Richland County to help them with their budgeting processes. They appreciated our assistance, and we will make training referrals for them, too.**
- **Carri and Bev attended the Sheriff's annual recognition banquet** on Thursday. We are tremendously supportive of law enforcement and enjoyed the ceremony very much.
- ★ **We have multiple counties interested in replicating our REA Summit for Veterans.** We are continuing to connect with other counties and provide materials.
- Thanks to **Nick Dilley for sharing GIS tips** with multiple users this week.
- **Happy Memorial Day** – and we are thankful on Memorial Day and everyday for those who have given the ultimate sacrifice for our freedom.



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5/28/2024

089

For Immediate Release



Media Contact:
Belle Communication
VisitFairfieldCounty@bellecommunication.com

Lancaster, Ohio, to Host 2024 Great Race Stop



LANCASTER, Ohio (May 2024) — Lancaster, Ohio, will host a lunch stop on the 2024 *Hemmings Motor News Great Race presented by Coker Tire* on Sunday, June 23, race organizers have announced.

The Great Race, the world's premiere old car rally, will bring 120 of the world's finest antique automobiles to town for the \$160,000 event, with the first car rolling on to South Broad Street starting at 12:30 p.m. The start of the event will be in Owensboro, Ky., on June 22, and the finish will be in Gardiner, Maine, on June 30.

"We are excited to bring this unique event to Lancaster for the second time ever," race director Jeff Stumb said. The first time was a lunch stop back in 1998.

The 9-day, 2,300-mile adventure will travel to 19 cities in Kentucky, Indiana, Ohio, West Virginia, Maryland, Virginia, Pennsylvania,

New York, Rhode Island, New Hampshire and Maine.

Teams and cars from Japan, England, Australia, Germany, Canada and every corner of the United States will converge at the start with vintage automobiles dating back as far as 1912. "There are more than 500 people just in our entourage from all around the world," Stumb said.

The Great Race, which began 41 years ago, is not a speed race, but a time/speed/distance rally. The vehicles, each with a driver and navigator, are given precise instructions each day that detail every move down to the second. They are scored at secret check points along the way and are penalized one second for each second either early or late. As in golf, the lowest score wins.

Cars start – and hopefully finish – one minute apart if all goes according to plan. The biggest part of the challenge other than staying on time and following the instructions is getting an old car to the finish line each day, organizers say.

Each stop on the Great Race is free to the public and spectators will be able to visit with the participants and to look at the cars for several hours. It is common for kids to climb in the cars for a first-hand look.

Cars built in 1974 and earlier are eligible, with most entries having been manufactured before World War II. In the 2023 Great Race a 1916 Hudson Hillclimber won the event from St. Augustine, Fla., to Colorado Springs, Colo. The 2024 winners will again receive \$50,000 of the \$160,000 total purse.

A 1912 Haynes, a 1913 Chevrolet and a 1916 Hudson are the oldest cars scheduled to be in the 2024 Great Race.

Over the decades, the Great Race has stopped in hundreds of cities big and small, from tiny Austin, Nev., to New York City.

"When the Great Race pulls into a city it becomes an instant festival," Stumb said. "Last year we had several overnight stops with more than 10,000 spectators on our way to having 250,000 people see the Great Race during the event."

The event was started in 1983 by Tom McRae and it takes its name from the 1965 movie, *The Great Race*, which starred Tony Curtis, Jack Lemmon, Natalie Wood and Peter Falk. The movie is a comedy based on the real-life 1908 automobile race from New York to Paris. In 2004, Tony Curtis was the guest of the Great Race and rode in his car from the movie, the Leslie Special.

The Great Race gained a huge following from late-night showings on ESPN when the network was just starting out in the early 1980s. The first entrant, Curtis Graf of Irving, Texas, is still a participant today.

The event's main sponsors are Hemmings Motor News, Coker Tire, McCollister's Auto Transport, Rogo Fasteners, Southern Star Distillery, Sam Smith Old Brewery and Hagerty Driver's Club.



A 1941 Cadillac pulls through the crowd in Fairport, NY.



1909 Buick arrives in Eureka, CA.



Lunch stop in Grass Valley, CA.

For more information, go to www.greatrace.com or contact Jeff Stumb at jeff@greatrace.com or by calling him at 423-648-8542.

Visit Fairfield County
128 N. Broad Street, Lancaster, OH 43130
740-654-5929
VisitFairfieldCounty.org

Connect With Us!



Fairfield County Visitors & Convention Bureau | 128 N. Broad Street | Lancaster, OH 43130
US

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Try email marketing for free today!

From: [Avaya Cloud Office](#)
To: [Menningen, Rochelle M](#)
Subject: New Voice Message from Main Line - CLAYTON ROSE (740) 536-7725 on 05/21/2024 9:53 AM
Date: Tuesday, May 21, 2024 9:53:49 AM
Attachments: [17405367725-0521-095329.mp3](#)



Voice Message

Dear Rochelle Menningen,

You have a new voice message:

From: Main Line - CLAYTON ROSE (740) 536-7725
Received: Tuesday, May 21, 2024 at 9:53 AM
Length: 00:51
To: (740) 652-7090 * 7893 Rochelle Menningen

Voicemail Preview:

"Yes. I am calling about that vote, this is to take place at 1030 today and I just I do not want that I want to vote yes, I want them to vote yes on that, to abandon that I live in the middle of of fields and I do not want those solar things all around me at all. I had them on my roof once and it was bad, so I do not want those. So yes, to be against it. This is Nancy Rose. Out on all in the Rushville area, thank you. Yes."

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From: [Avaya Cloud Office](#)
To: [Menningen, Rochelle M](#)
Subject: New Voice Message from Main Line - SPILLMAN DAN (740) 639-4357 on 05/21/2024 11:36 AM
Date: Tuesday, May 21, 2024 11:36:55 AM
Attachments: [17406394357-0521-113635.mp3](#)



Voice Message

Dear Rochelle Menningen,

You have a new voice message:

From: Main Line - SPILLMAN DAN (740) 639-4357
Received: Tuesday, May 21, 2024 at 11:36 AM
Length: 01:13
To: (740) 652-7090 * 7893 Rochelle Menningen

Voicemail Preview: (Partial)

"Hello, my name is Missus Spillman. I called to the number that I had been given, but I was told that I had to leave a message here. I am calling on behalf of my husband myself, the rest of our family and all the people that I have talked to to say that we do not want these industrial Solar panels to be allowed to be put in Fairfield County fields. This is we are we are people who have lived here all our lives and we would like to continue to live in the country and not have to have this sort of thing destroy everything. Things are being changed so fast right now and please do not add in the solar panels spreading out all over the place and feels I hope they have not voted already because I understood the voting was going to be later in the day. ..."

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From: [Avaya Cloud Office](#)
To: [Menningen, Rochelle M](#)
Subject: New Voice Message from Main Line - JOHNSON BARBARA (740) 974-9250 on 05/21/2024 10:03 AM
Date: Tuesday, May 21, 2024 10:04:13 AM
Attachments: [17409749250-0521-100354.mp3](#)



Voice Message

Dear Rochelle Menningen,

You have a new voice message:

From: Main Line - JOHNSON BARBARA (740) 974-9250
Received: Tuesday, May 21, 2024 at 10:03 AM
Length: 01:32
To: (740) 652-7090 * 7893 Rochelle Menningen

Voicemail Preview: (Partial)

"Yes, my name is Barbara Johnson and I live in Fairfield County here in Lancaster, and I was just alerted to a vote that the county commissioner's office is taking up about a county wide exclusion zone map at their meeting later this morning, and I just found out about it now and then whenever I tried to call the office to let him know that I hope that he votes yes for it. I was told they are already in the meeting. There is nothing that can be done about it. So what I think should happen is that before these things come out, like a couple weeks before these things come out and what they are voting on, I think you need to let the public know, you need to let the public know through news, local news, through our papers, and even through flyers to let us know what you guys are doing, this is all under the table, nobody knows about it, people do not want these solar panels taking over Ohio, we saw what they have done in Chile coffee and they are terrible. And it. ..."

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From: [Avaya Cloud Office](#)
To: [Menningen, Rochelle M](#)
Subject: New Voice Message from Main Line - WIRELESS CALLER (614) 332-0280 on 05/21/2024 10:14 AM
Date: Tuesday, May 21, 2024 10:14:30 AM
Attachments: [16143320280-0521-101404.mp3](#)



Voice Message

Dear Rochelle Menningen,

You have a new voice message:

From: Main Line - WIRELESS CALLER (614) 332-0280
Received: Tuesday, May 21, 2024 at 10:14 AM
Length: 00:38
To: (740) 652-7090 * 7893 Rochelle Menningen

Voice Preview:

"I Rochelle car young, I wanted to call my understanding as you are already at the location where you will vote, but I wanted to call in and just encourage you to vote yes for the county wide exclusionary zone map. Thanks for your service and praying for you and we will just talk to you later. Please vote. Yes, thank you see. Yeah, bye."

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From: burst@emailmeform.com on behalf of [EmailMeForm](#)
To: [Contact Web](#); [Menningen, Rochelle M](#)
Subject: [E] County Contact Form
Date: Monday, May 20, 2024 7:14:25 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.

Your Name*: Alison Barrick

Office / Department*: Commissioners'

Other: Department: Commissioners office

Email*: ally7997@hotmail.com

Phone*: 6149374684

What can we do to help?

NOTE: If this is an urgent request please call the appropriate office*:

Please include walnut township in the exclusionary clause. My retirement life will be devastated being surrounded by thousands of industrial solar acres

Please !
Call with questions

From: burst@emailmeform.com on behalf of [EmailMeForm](#)
To: [Contact Web](#); [Menningen, Rochelle M](#)
Subject: [E] County Contact Form
Date: Monday, May 20, 2024 8:28:10 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.

Your Name*: terrie

Office / Department*: Commissioners'

Other: Department:

Email*: sentar1.ve@gmail.com

Phone*: 740-415-5893

What can we do to help?

NOTE: If this is an urgent request please call the appropriate office*:

We the citizens of Amanda DO NOT WANT THESE in our community. Remember you work for us,


From: [Foster, Christina A](#)
To: [Menningen, Rochelle M](#)
Subject: Message for the 3C's
Date: Tuesday, May 21, 2024 8:47:13 AM


Shelly Squibb from Carroll, OH, would like to ask the Commissioners to vote YES for the map.

No call back is requested.

Thank you!

Christina Foster • Payroll Clerk
Fairfield County Commissioners

 210 E. Main St.
Room 301
Lancaster, OH 43130

 740-652-7082 (t)
740-687-6048 (f)

 www.co.fairfield.oh.us



From: [Avaya Cloud Office](#)
To: [Menningen, Rochelle M](#)
Subject: New Voice Message from Main Line - CLAYTON ROSE (740) 536-7725 on 05/21/2024 9:53 AM
Date: Tuesday, May 21, 2024 9:53:49 AM
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"Yes. I am calling about that vote, this is to take place at 1030 today and I just I do not want that I want to vote yes, I want them to vote yes on that, to abandon that I live in the middle of of fields and I do not want those solar things all around me at all. I had them on my roof once and it was bad, so I do not want those. So yes, to be against it. This is Nancy Rose. Out on all in the Rushville area, thank you. Yes."

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RE: Approve the proposed exclusionary zones for Solar Projects

Case #24-0495-EL-BGN

Email: Contact@fairfieldcountyohio.gov

Website: WWW,OPSB.OHIO.GOV

Date: 5/20/2024

Fairfield County Board of Commissioners

210 East Main Street

Lancaster, Ohio 43130

Dear Commissioners Davis, Fix and Levacy along with the Ohio Power Siting Board

I am writing this letter to address my concerns with this new solar energy that will be placed in my backyard. I believe this needs to be further researched as there is a lot of disinformation. As always, more truthful info seems to come out later than at the beginning. I have been doing a lot of research in our area as well as other areas with these solar projects.

Reasons for my concerns:

1. Flooding, lightning strikes, topography, weeds, solar company honoring its agreements, levies and taxes, fixed sum levies and increases, wastelands, incurable defects labels by real estate, thunderstorm and tornado incubators and magnets, hail damage, noise and the liens against our property when solar company does not pay their bills.
 - A. Company only fixes main tiles, not the laterals
 - B. Texas recently had a lightning storm that demolished the solar tiles
 - C. When planting the posts, land flow is changed so water runoff flows differently now
 - D. How often will they mow. Indian Lake Ohio project weeds were taller than the panels
 - E. Solar company companies in Indian Lake Ohio has changed hands 3 times already. Also individual folks who signed on for solar panels in Ohio cannot get the solar companies to repair the product. Three different companies are involved so you have to wade through all 3 companies to see who has the parts and who does the installation.
 - F. Solar companies go bankrupt or gov't subsidies change, the pilot money goes to so you have nothing.
 - G. Areas that have fixed sum levies will have the taxes not being paid and that will be divided among the taxpayers.
 - H. What happens if the property is abandoned, who long would decommissioning take along with returned back to agricultural zoning?
 - I. Solar may be labeled as incurable defect by the real estate industry. Incurable defects may diminish property values, reduce assessment values, lower taxes raised on the town, county and school.
 - J. Solar farms become thunderstorm and tornado incubators and magnets

This was written by retired aerospace engineer, George Franklin and posted to the internet on Dec 22, 2023.

Solar panels are at best about 20% efficient. They convert almost 0% of the UV light that hits them, none of the visible spectrum and only some of the IR spectrum. At the same time as they are absorbing light, they are absorbing heat from the sun. This absorbed HEAT is RADIATED INTO

the adjacent ATMOSPHERE. It should be obvious what happens next. When air is warmed, it rises. Even small differences in ordinary land surfaces are capable of creating powerful forces of weather like thunderstorms and tornadoes. These weather phenomena are initiated and reinforced by land features as they are blown downwind, It is all too obvious to me what will happen with the heat generated by an entire solar farm. Solar farms will become thunderstorm and tornado incubators and magnets.

Solar panels are dark and they emit energy to the space above them when they are not being radiated. This is known as black-body radiation. Satellites flying in space use this phenomenon to cool internal components. If they did not do this, they would fry themselves.

So solar farms not only produce more heat in the summer than the original land that they were installed on, but they produce more cooling in the winter, thus exacerbating weather extremes. There is nothing green about green energy except the dirty money flowing into corrupt pockets. There is no such thing as green energy. The science does not exist. The technology doesn't exist. We are being pushed to save the planet with solutions that are worse than the problems.

Comments from the article: Many of the solar panels in southern Illinois are trashed in hail storms. One place had to replace the panels twice, then gave up and took it all out.

- K. Hail Storm on 3/16/24 in Needville Texas Large solar farm leaking in the water tables. Massive damage.

Perhaps if these solar panels are so necessary, we can come up with other solutions:

1. In South Korea, the solar panels are in the middle of the highway and have bike paths beneath them.
2. Place them in the cities on top of buildings instead of using our prime farmlands.

It is just so sad to see this happening in my backyard. I just recently retired and paid off my house. With all the reasons for my concerns listed above, **especially letter J**, I again believe we need to rethink this. Just like the other solar projects, such as wind mills and electric cars, they are not working out to produce the carbon reductions and savings as they represented in the beginning. Why would we want to jump on these solar panels and ruin our valuable farmlands with runoffs and storm damages poisons, reduce our property values, create a possible financial ruin for our county with levies, taxes and liens and all the noise. We cannot even be assured that these solar companies will uphold their commitments to repairs, to maintain the weeds and tell the truth as so much disinformation has been spoken.

Thank you for your time,
Cindy and Mike Claar
4675 Canal Rd.
Pleasantville, Oh 43148

www.Citizensforfairfields.org

Footnotes:

Indian Lake Ohio meeting notes see A-H above

Stop Solar Farms article under Citizen for Fair Fields see I above

Stephenville resident, George Franklin article from retired rocket scientist see J above

Your Name*: John

Office / Department*: Other

**Other:
Department:**

Email*: wldplntsgrw@gmail.com

Phone*: 614-286-9336

What can we do to help? NOTE: If this is an urgent request please call the **appropriate office*:**

When will the county website be updated with current information. There is lots of roadwork in the Refugee Road area but the website only lists projects from 2023. Also, the utilities site has old water quality reports from 2022 posted.
Thank you

5/15/24

Board of Commissioners for Fairfield County

210 East Main Street

Lancaster, Ohio 43130

RE: Exclusionary Zones for Solar Projects

Dear Commissioners:

I am sending you this letter as an Amanda Township Landowner. I am asking you to create exclusionary zones in the unincorporated areas of Fairfield County, to prevent utility scale solar projects. My land is within three miles of the proposed area and these types of projects will cause problems for the township and its residents.

I am very concerned about Fairfield County considering the allowance of active farm land, that is currently being used to produce crops, to be used to hold non-agricultural solar panels. This proposal is not positive for Fairfield County or the State of Ohio. According to the United States Department of Agriculture Census report, Ohio lost around 300,000 acres of farmland between the years of 2017-2022. We need to ask the question, what will Fairfield County and the residents of Amanda Township gain from this. The short answer is nothing. The only people to gain from this venture are a few landowners, and most of them do not even live in the area. The energy created from these panels do not benefit our state, but other states. Not only will this proposal take away from the production of crops but it will also create an unattractive industrial wasteland. Instead of using valuable farmland, would it not be more beneficial to use areas that have already been zoned for industrial use. Fairfield County has a whole industrial parkway with areas where solar panels could be installed. If Fairfield County wants to participate in these energy ventures, then let's use areas that are not zoned for agricultural use and near residential areas.

Not only is Amanda Township an agricultural area but a beautiful, tranquil rural community. As you look around our county, you will notice that we are slowly being taken over by urban sprawl. Do we want our community to turn into a Canal Winchester or a Pickerington? These areas have been swallowed up by residential, commercial, and industrial growth. They continue to grow with no end in sight. Along with this has come an increase in crime, student enrollment (resulting in the addition of multiple schools), and an extra strain on public services (police, fire, and emergency services). This growth will impact every resident of this community, from a grotesque view of an industrial wasteland to higher taxes to pay for the additional services this will create. You ask what does this have to do with the issue at hand, frankly solar panels will just be the beginning. Before you know it, people will want to lease or sell their land for all kinds of reasons. Remember, once you open Pandora's box, you cannot close it again.

Thank you for your time:

Aubrey M. Kleinline

Gottsacker, Erin. "Three Takeaways for Ohio from the Latest Agriculture Census." The Statehouse News Bureau, 12 Mar. 2024, [Three takeaways for Ohio from the latest agriculture census Sent from AT&T Yahoo Mail for iPhone](#)

Date 5-20-24

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

Re: Exclusionary Zones for Solar Projects

Dear Commissioners Davis, Fix, and Levacy:

I am sending you this email as a concerned voter asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects. I am a Fairfield County resident and landowner.

My concerns include:

- Agriculture – loss of prime farmland, damage to field tiles which will affect adjoining properties, noxious weeds, land that will probably never be able to be farmed again due to soil compaction and damage to topsoil.
- Fires – the small local fire departments are not equipped to fight a fire in an industrial solar area. The runoff from fighting a fire on chemical batteries will pollute the neighboring waterways and possibly the water tables leaving behind a toxic mess that will continue for generations.
- Property rights – the property rights of nearby and adjoining landowners who chose to live and invest in their property as an area zoned as agricultural and rural residential need to be protected

Thank you for your time and thoughtful consideration of this issue.

Keith Rowles

May 20, 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 Levacy:

I am sending this letter to you three as someone who does not currently live in Amanda Township or even within Fairfield County, but someone who grew up in Amanda Township and whose future will potentially be dramatically impacted by the allowance of Industrial Solar into the proposed area within Amanda Township. I hope you don't choose to disregard this letter based on my current residence and you at least hear me out.

My family has resided in this area for generations before me and some day the land that they have preserved and taken care of will be my responsibility, my cousins' responsibility, and even longer after that will belong to my kids and to their kids. The preservation and respect of this land is something that is truly valued at my core and something I want to continue to do even after my grandparents and my mom and aunts are no longer able to do so.

While there are many possibilities for negative impacts to the environment, the agricultural community and the culture of the area, I want to focus on the negatives I have seen firsthand with my family's well-being since the onset of this potential situation. I have watched countless family members become emotional in fear of the drastic change of the environment in which they have spent their entire lives. I have experienced my mom coming home from working already long hours just to put in the work necessary to attempt to protect the value and beauty of not only her homeplace of 30 years but her family's farm. I have listened to my grandpa's voice shake as he just asks why the solar project needs to be in this specific location. I have watched my mom, for years, fight for the zoning of Amanda Township because she wanted to ensure someone was putting in the work to maintain the standard of properties within Amanda Township. The mental and emotional toll this has taken on my family members throughout the discussion of the potential of this project has been heartbreaking to witness.

My family's mental health, my family's property values, my childhood memories, my future peaceful sanctuary are all things I'm asking you to consider in your vote for exclusionary zones. Enough people are speaking to you about the detrimental impacts this could have on wildlife, prime farmland and other environmental factors- but I don't know how many people are advocating for the place and land they love because of the toll it is taking on the people they love and that's what I wanted to focus on with this letter.

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

Thank you for your time,

Kelsey Kohler

7888 Old Tarlton Pike

Circleville, OH 43113

(740) 412-2199

Kkohler13@gmail.com

May 20,2024

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

Dear Commissioners Davis, Fix, and Levacy:

I am sending you this email as a concerned citizen asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects. I am a Fairfield County resident/landowner.

My concerns include:

- Agriculture – loss of prime farmland, damage to field tiles, noxious weeds, land will possibly never be able to be farmed well again due to soil compaction and damage to topsoil, the loss of a generation of farmers who know how to care for the land
- Construction – noise, dust, flooding, traffic, hundreds of strangers in the area, road damage
- Property values of the surrounding area will go down, according to a recent major study
- Loss of tranquil, rural countryside – construction will greatly disrupt the lives of residents and they will forever lose the peace and beauty of their properties

I again urge you to create exclusionary zones in the unincorporated areas of Fairfield County

Thank you for your time.

Carolyn S. Rowles

I would like for the commissioners to consider making Fairfield County.

Exclusionary Zone for solar every sign that was put in a yard speaks for this exclusionary Zone although some have lost heart but can still be counted all of you commissioners have seen all the signs thank you

Rcfs0790@gmail.com

May 20, 2024

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

RE: Exclusionary Zones for Solar Projects

Dear Commissioner Steven Davis,

My name is Teresa Bond, I am a lifelong resident of Fairfield County, I am writing you today to ask that you create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects.

My husband and I built our home, at 5234 Barr Rd. SW, in 1992. One of the reasons we purchased land, in this specific area, was due to the zoning. We felt there were property rights being considered that would help protect our investment then and in the future. In fact, there were signs throughout our area of Amanda Township stating "Zoned for Your Protection". We live less than .2 of a mile from the solar field site. This is not part of the zoning understanding we had when we bought land in 1987.

Perhaps most troubling to me is that there are virtually miles of rooftops being constructed throughout central Ohio that would be easy, non-impactful sites for solar panels. The buildings and warehouses of Amazon, Google, and countless other businesses, both commercial and industrial, would be excellent sites for these monstrosities, not prime farmland!

Technology is improving and growing at an amazing and alarming rate. By the time these proposed solar fields are complete they will be practically obsolete. A recent article in the *Mount Vernon News* titled "*Op-ed: The Ugly Side of Solar Farms*" is worth your time in reading. Perhaps our efforts should be focused on new ways of harnessing the energy from our sun, not destroying much needed farmland.

We want you to protect Fairfield County, not harm Fairfield County. I beg you, please, do not allow solar fields on prime farmland in Amanda Township.

Sincerely,
Teresa L. Bond

5234 Barr Rd. S.W.
Amanda, OH 43102

Phone #: 740-503-5374

Email: tlbond_99@yahoo.com

Dear Commissioners Davis, Fix and Levacy,
Please see the attached letter.
Randy Evans
Eaglecreek Mortgage LLC
35 N. High Street Suite B
Canal Winchester, Oh, 43110
614-834-7293
614-834-4449 fax

LO.002096.00 NMLS ID 265752
MB.8023618.000 NMLS ID 266485

CLEARCREEK COUNTRY VINEYARD LLC

9214 Westfall Road SW
Amanda, Oh, 43102 FAX: 614-
834-4449
DIRECT LINE 614-395-6624

5/20/24
Board of Commissioners for Fairfield County 210
East Main Street
Lancaster, OH 43130
RE: Exclusionary zones for Solar projects Dear

Commissioners Davis, Fix and Levacy:

I am sending you this letter as an owner of Clearcreek Country Vineyard and would like to address issues Bennett & Williams dated March 15, 2024.

I have to admit I became somewhat skeptical that I have to be told "Conclusions reached in this report are based upon the OBJECTIVE data available to the consultants at the time of forming their opinion and as presented in the report". I will admit I have not read the whole report but focused on the summary. Some question I have are wouldn't we expect this report to be objective? Why would we have to be told it is objective? What if data criticizing solar is being muted?

As a marketing major, I am familiar with techniques like this used to direct attention and shape opinions where I want them to focus. Recognizing these techniques can be very helpful in making decision on matters I am unsure or haven't yet researched. The method of how an idea or product is SOLD can indicate how accurate the information may be.

The quoting of this "objective data" appears to come from three main organizations. National Renewable Energy Laboratory, International Electrochemical Commission (IEC) and Underwriters Laboratory (UL). I realize other organizations may have been used for this report but since these three were brought to our attention in the summary, I focused on them.

A quick look into the three organizations reveals they are all proponents of green energy and could reveal motives, such as follow the money. I have no problem with green energy, however, to state this report is "objective" would seem naive at best and deceptive at worst. To be objective wouldn't you also have to look at data from organizations that may criticize solar?

A further look into National Renewable Energy Laboratory indicates they received a \$150- million dollar "investment" in 2023 that was funded from the Inflation Reduction Act, sponsored by people who have a stated goal of a net -zero economy. Do you think there is any pressure or incentive for National Renewable Energy Laboratory to produce favorable data? Are future grants based on providing favorable data? Especially with another \$35 million in a budget for 2024. Can this laboratory survive without grants of taxpayer dollars? It seems 9 out of 10 organization agree with those funding them.

A look at the other 2 organization is somewhat suspicious also but I will leave this out for now due trying to keep this brief.

Another issue, the report states that there have only been 3 reports of field measurements about PFAS in solar panel fields. And later we're are told "reported studies are few, Therefore, it is UNLIKELY that a solar farm will negatively affect the quality of the water in the tile drains." How does few reported studies equate to a low mathematical probability of water contamination? Is that how conclusions are reached, minimal studies equals low probability? Wouldn't a more accurate statement be, there are not enough studies to determine any harmful effects a solar farm may have on water contamination?

We are told this on page 36, that since the scientific data is limited and only limited data is available, Therefore, contamination is unlikely?

Why are there not more studies than 3 especially since we are told at the beginning of the executive summary solar farms are becoming "increasingly popular". Maybe they are becoming more numerous but it seems doubtful they are becoming more popular.

Lastly, the Consultants are "not responsible" for the accuracy of the data in the reports they used? This is the old "we relied on the experts" two step, this way they can't be held accountable for anything. If there is no accountability doesn't that make this report useless? It seems the last four years should have taught us not to rely solely on the "experts". The recent example of Chris Como mocking ivermectin use during covid and now saying he is currently using the medication is a perfect example. His excuse, "I was given wrong information". Isn't it possible we have been given "wrong information" about the safety of solar farms?

Unfortunately, those making the decisions about these solar farms face the same potential dilemma. If we rely on this report, assuming water safety, it could be said, "we relied on the experts" who with a little research appear to have some conflicts of interest for reporting favorable data for the solar industry. It may be the most expedient, unaccountable way to decide but does not appear to be the safest.

I again ask you to create exclusionary zones in the unincorporated areas of Fairfield County as soon as possible to protect those of us who would be directly affected as I have yet to meet anyone who would sell their home and buy our properties at current market value if this project is approved

Thank you for your time and I appreciate the work you have done on this project. I can only image the pressure you must feel. I would welcome any personal meetings to discuss any flaws or errors you may find in this letter.


Randy Evans

Good afternoon. I'm writing you to please ask that you reconsider putting solar panels in Fairfield Co. (24-0495-EL-BGN) There are so many other options. Parking lots, which can also double as shade for vehicles, roofs of buildings and in the median of roads just to name a few.

It's bad enough that other countries are buying up the USA We don't need to lease the land that we use and need for food.

I've heard that the power generated won't even be used in Ohio. Also the bad things that it will do to the land and poor conditions it will be afterwards.

The environment will also change. Birds will leave, deer and other animals will move to other locations. This may cause over crowding among the animals and less food.

Thank you for your time

Krystal Ortman

7625 Hampson Rd

Thornville Oh 43076

Good afternoon. I'm writing to you to please ask that you reconsider putting solar panels in Fairfield Co. (24-0495-EL-BGN). There are so many other options. For example, parking lots, which can also double as shade for vehicles, roofs of buildings and in the median of roads just to name a few. In Arizona, I have seen solar panels be put on buildings and on houses. I feel that this saves space and keeps the land free.

It's bad enough that other countries are buying up the USA. We don't need to lease the land, however we do need to use it for food.

I've heard that the power generated won't even be used in Ohio. Also, the bad things that it will do to the land and poor conditions it will be left in afterwards.

The environment will also change. The birds will leave, deer and other animals will move to other locations. This may cause over crowding among the animals and less food.

Thank you for your time

Rachel Ortman

7625 Hampson Rd

Thornville Oh 43076

Sent from my iPhone

Good afternoon. I'm writing you to please ask that you reconsider putting solar panels in Fairfield Co. (24-0495-EL-BGN) It seems to me that losing more valuable farm land(we've lost a lot already to housing developments) I'm worried about the noise, the contamination to the soil for many years forward and the potential for severe weather increases due to the panels heating. I feel that we can put solar panels in more reasonable non use areas, roofs ,etc. Also seems like if we install solar panels here it should help our electric grid locally instead of going out of state, even though it would only generate 20% of our electric loads that are needed.

Thank you for hearing my opinion,

Mark Ortman

7625 Hampson Rd

Thornville Oh 43076

Your Name*: Alison Barrick

**Office /
Department*:** Commissioners'

**Other:
Department:** Commissioners office

Email*: ally7997@hotmail.com

Phone*: 6149374684

**What can we do
to help?** NOTE: If this
is an urgent request
please call the
appropriate office *:

Please include walnut township in the exclusionary clause. My retirement life will be devistated being surrounded by thousands of industrial solar acres

Please !

Call with questions

Date: 5/20/2024

Fairfield County Board of Commissioners

210 East Main Street

Lancaster, OH 43130

Re: Exclusionary Zones for Solar Projects

Dear Commissioners Davis, Fix, and Levacy:

On behalf of my family.

I am sending you this email as a concerned citizen asking you to create exclusionary zones in the unincorporated areas of Fairfield County to prevent utility scale solar projects. I am a Fairfield County resident/landowner. My family owns a farm just east of Pleasantville on Pleasantville and Lake roads. Our farm has been in our family for 4 generations.

My concerns include:

- Agriculture – loss of prime farmland, damage to field tiles, noxious weeds, land will possibly never be able to be farmed well again due to soil compaction and damage to topsoil, the loss of a generation of farmers who know how to care for the land
- Construction – noise, dust, flooding, traffic, hundreds of strangers in the area, road damage.
- Fires – the small local fire departments are not equipped to fight a fire in an industrial solar area.
- Disruption to the wildlife in the area – deer and other wildlife will be disrupted causing accidents, loss of habitat, and even death to the wildlife.
- Property rights – the property rights of nearby and adjoining landowners who chose to live and invest in their property as an area zoned as agricultural and rural residential need to be protected.
- Property values of the surrounding area will go down, according to a recent major study.
- Loss of tranquil, rural countryside – construction will greatly disrupt the lives of residents and they will forever lose the peace and beauty of their properties.

I again urge you to create exclusionary zones in the unincorporated areas of Fairfield County

Thank you for your time.

Sincerely,

Edward E. Turner

Your Name*: terrie

Office / Department*: Commissioners'

**Other:
Department:**

Email*: sentar1.ve@gmail.com

Phone*: 740-415-5893

What can we do

to help? NOTE: If this is an urgent request please call the **appropriate office*:**

We the citizens of Amanda DO NOT WANT THESE in our community. Remember you work for us,

Dear Commissioners Davis, Fix and Levacy:

We are writing to you as lifelong residents of Fairfield County, Amanda Township asking that you create exclusionary zones in the unincorporated areas of Fairfield County to prevent the installation of utility scale solar projects on our farmland. We live adjacent to a proposed solar project and would be devastated if approved. We have lived here for 63 years, raised three daughters and farming is our primary source of income.

We are a 5th generation farming family and our concerns are many, here are just a few:

- the destruction of several hundred acres of productive farmland,
- damage to field tiles that have been installed to manage the water runoff to prevent flooding.
- the loss of property value.
- concern for the wildlife (frequently see deer running across the open field).

Please create the exclusionary zones in unincorporated areas of Fairfield County to help protect the farmland that is already zoned agricultural.

Thank you for your time.

Sincerely,

Jim and Marilyn Miller

10530 Stout Road

Amanda, Ohio

740-969-2123

Commissioners Davis, Levacy, and Fix,

Please vote to NOT allow solar panel fields in our county. Our rural areas are a thing of beauty, and the panels will only take away from that. They also will cause unnecessary debris and cause unneeded damage to our environment once they start to deteriorate or become broken.

Thank you,

David & Michelle Triplett

10815 Cincinnati Zanesville Rd. SW Amanda, OH

Dear Commissioners,

Please find attached a letter describing the support NationalGrid and the companies connected to their projects have given to our agency over the past few years. I can confidently say the people who make up these companies strive to serve the communities they work with well with the resources they have.

Have a wonderful day,

Erin Allsop

President & CEO

Big Brothers Big Sisters of South Central Ohio

173 W. 2nd Street, Chillicothe, OH 45601

740.773.2447



Big Brothers Big Sisters. OF SOUTH CENTRAL OHIO

Erin Allsop
President/CEO

173 W 2nd Street
Chillicothe, Oh 45601

T 740.773.2447

April 23, 2024

To Whom It May Concern:

bbbssco@bright.net
www.bbbssco.org

NationalGrid Renewables, Kiewit Power Constructors Co., and Yellowbud Solar have generously supported our agency and the youth we serve over the past two and a half years. Below is a summary of what they have provided and how they have impacted the families we serve:

- November 2021 Kiewit Power Constructors Co. donated \$2,895 and non-perishable food items that were distributed to over 40 families.
- October 2022 NationalGrid Renewables sponsored the Dance for Kids' Sake fundraiser at the Platinum level (\$2,800) and company representatives attended the event.
- December 2022 Kiewit Power Constructors Co. donated \$7,970 and non-perishable food items that were distributed to over 40 families.
- June 2023 Kiewit Power Constructors Co. donated and installed an aluminum wheelchair ramp for our agency.
- October 2023 NationalGrid Renewables sponsored the Dance for Kids' Sake fundraiser at the Platinum level (\$2,800) and company representatives attended the event.
- March 2024 NationalGrid Renewables sponsored the Bowl for Kids' Sake fundraiser at the Silver level (\$500).
- March 2024 Yellowbud Solar sponsored the Bowl for Kids' Sake fundraiser at the Silver level (\$500) and company representatives participated in the event.

These companies have provided significant and consistent financial support, and we appreciate the way they have continued to invest in the work we are doing for our community.

Sincerely,



Erin Allsop, President & CEO
BBBSSCO Team

A 501c3 Organization Serving Ross, Pike, Pickaway, Fayette, and Highland Counties



Dear commissioners Davis, Fix, and Levacy,

Thank you for your steady leadership in the solar controversy in our county. I appreciate how you handled the process with patience and wisdom. We are very pleased with the establishment of exclusionary zones. You truly separated the wheat from the chaff!

The fight is not over, of course. The proposed projects may yet go through the OPSB wringer. We think it is a strategic move for Commissioner Davis to be on record as neutral. We plan to work with our friends from Citizens for Fair Fields to continue the efforts to protect our farmlands and communities.

One positive result of this ordeal is that community ties and citizens' involvement has been invigorated. We have a great county to live in, and we are thankful for your service on our behalf.

Sincerely,

Scott Barr

Swope Rd.

Amanda

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing today in support of the Eastern Cottontail Solar project in Fairfield County.

We have the ability to create high-wage jobs close to home, adding value to my community and our local economy. Our energy supply should be diverse and provide opportunities for our workforce. Projects such as Eastern Cottontail help facilitate the development of a thriving workforce of local Ohioans.

Eastern Cottontail Solar will support approximately 450 project development and onsite labor jobs, in addition to 7 long-term jobs for operations and maintenance.

These construction jobs are essential to the health of our economy and development as well. Local small businesses such as restaurants will see a measured increase in traffic through the project building, driving incentives to create more business within the community and further supporting Fairfield County. A project like this is an invaluable way to create economic growth without sacrificing the community.

I urge you to approve this project.

Name: Austin Cordle



Address:

9345 cemetery rd SW

cc: Ohio Power Siting Board

From: Alison Barrick
alison.barrick@sbcglobal.net
Subject: OPPOSE EASTERN
COTTONTAIL PROJECT: CASE
24-0495-EL-BGN
Date: May 18, 2024 at 6:37:58 PM
To: contactopsb@puco.ohio.gov
Cc: Alison Barrick
alison.barrick@sbcglobal.net,
Rick -- Eric Dean Royer
Centurionswake@hotmail.com,
billyates@walnuttownship.com,
dogleith@walnuttownship.com

To: Fairfield County
COMMISSIONERS

Please include Walnut
Township in the
Exclusion zone
documentation. We
do not want Industrial
Solar.

CASE NO: 24-0495-EL-BGN

Ohio Power Sitting Board
180 E Broad Street
Columbus, Ohio. 43215

OPSB.Ohio.gov

Email: contactopsb.puco.ohio.gov

May 18, 2024

SUBJECT: PLEASE DENY AND WE OPPOSE THE EASTERN COTTONTAIL PROJECT

Dear OPSB:

Please deny and **we oppose** the Eastern Cottontail project. My fiancé and I purchased our retirement home (residential farmland zoned) in December 2022. We understood that to mean that we would live beside either a residential homes and farmland. To our utter shock, we much later learned that there was an industrial size solar project in process where our home, on Lake Road, would be **completely surrounded** by thousands of acres of solar panels. This is a devastating blow to our property value and retirement nest egg. Undermining all that we ever worked and saved for. We would have never purchased in the area if we had known. The lack of transparency of this project early on was underhanded at best. The concerns we have are numerous; market value of our home, the diminishing of our agriculture farmland, redirection of wildlife, buzzing sound all around, water table distortions and possible contamination over time and flooding of our particular lot (given we have a natural water way). This is just to name a few of our concerns.

We ask that you align yourselves with the spirit and intention of the Federal initiatives on solar. Our senators and representatives understand that the projects should not diminish the agricultural industry in order to boost the diversification of our energy sources. The spirit of the initiative is to DO NO HARM! Most environmentalist would understand and support that

I sent the email
below. ~~For~~ TO OPSB
we will be devastated
and it is NOT
fair - we used
to farm + residential
NOT Industrial

Thank you

as well. Bottom line, if you diminish another industry, hurt locals to 'solve for' and boost another industry, you have solved for nothing and rather harmed many in the wake. Please do not allow this to happen.

We should take a lesson from history, plastics – plastics while good, caused much damage and now we are paying a price in our oceans, water and communities. There is a way to achieve the better outcome with doing no harm! Support people first! Corporate initiatives could take on more risk and be more responsible in approach. This is more challenging as it takes a little longer and has more up-front cost. However, it ALWAYS results in better outcomes in the end and long-term for our next generations. Please consider doing the right thing now to prevent a lifetime of regrets.

For us now, please save our retirement elder years and nest egg! We took care of my mentally ill mother for 50 years and have lived through many sufferings. We came here to rest and recover and retire. Please do not take that from us by allowing this project.

We do thank you in advance for having the courage necessary to stand for what is right by the people and in the face of close and powerful opposition. We the people must be heard. It is so very important to our fabric as a democracy. Thank you again and please, please deny this project. Feel free to call us for any more information.

Alison Barrick
Rick Royer
8189 Lake Rd NE
Millersport, OH 43046
614 937 4684

Copies sent or mailed to:

Commissioners: fairfieldcountyohio.gov
Township Trustees: billyates@WalnutTownship.com

Township Trustees: dougleith@WalnutTownship.com

District 20 Senator Tim Shaffer: Ohiosenate.gov/members/tim-schaffer/contact

House District 73 Representative Jeff LaRe: <http://Ohiohouse.gov/members/jeff-lare/contact>

From: [Allen Hull](#)
To: [Contact Web](#)
Cc: [Bailey Peterson-Webster](#)
Subject: [E] Solar from a Local Perspective
Date: Wednesday, May 22, 2024 11:39:35 AM
Attachments: [NG Renewables Logo Primary RGB_small_b3464f9a-abea-443c-8d43-87fd96c8afec.png](#)
[LinkedInIcon_8e0cea1f-d234-405f-8a61-4afe010bf11b.png](#)
[TwitterIcon_ff6acde5-6940-4a01-92b6-0ef9db8c446d.png](#)
[WebIcon_e1c44bce-dc58-4738-94a6-8941e49d8897.png](#)
[Solar Farm from a Local Perspective.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.

Fairfield County,
I am sending this personal perspective to you for your consideration during your decision process.
I appreciate your time and trust my story will give you some insight into the impact of a Solar Project in rural America.
Thank you!

Allen Hull



952.988.9000



Allen Hull

Solar Plant Manager - Yellowbud

P

M 740.703.7205

E ahull@nationalgridrenewables.com

8400 Normandale Lake Boulevard, Suite 1200 | Bloomington, MN 55437

Fairfield County ADAMH Board



Fairfield County Alcohol Drug Addiction and Mental Health Services Board

- County level public agency for Behavioral Health.
- Authorized by Ohio Revised Code 340.
- 14-member volunteer Board.
- Agency of 13 staff
- ADAMH or MHRS boards mandate:
 - Plan
 - Fund
 - Evaluate
- Unique to Ohio.

Fairfield ADAMH system

- 14 Network of Care agencies, will be adding a 15th agency this year.
 - Fund programs to cover prenatal through older adults, available to all residents regardless of ability to pay.
 - Accountability valued- implemented regular Contract Monitoring of all NCAs.
- Additional vendors for important services such as inpatient hospitalization and recovery housing.
- Services to the community: Awareness, Training and Education to the community.
 - Over 60 trainings and educational events a year. Includes the annual 40-hour CIT training!
 - Facilitate or participate in coalitions and meetings for the benefit and progress of Fairfield County Behavioral Health Services.
- Mental Health First Aid and QPR Training available to community members and groups.
- Funding from:
 - Federal grants and allocations
 - State grants and allocations
 - Local levy- very important, provides 2/3 of our budget, allows us to plan for local needs

Fairfield County
ADAMH presents
STARLight Center,
A promise to the
Fairfield County
Community



LIGHTING THE JOURNEY
to Stabilization, Treatment And Recovery

What is the STARLight Center?

- Short term, voluntary treatment center for Fairfield County adults in Crisis.
- STARLight will offer a welcoming and warm environment staffed 24/7 with behavioral healthcare professionals.
- Our current Network of Care provider, OhioGuidestone, will provide the services. 20-30 new positions will be hired to staff Starlight.
- Will offer supportive mental health and substance use treatment to adults needing more intense services than outpatient but not needing inpatient/hospital treatment.
- Goal is to intervene and stabilize before a hospital level of care is necessary and link to local services to continue Recovery upon discharge.

The STARLight Center commitment

- Fairfield County ADAMH is using existing funds, capital grant from OMHAS, ARPA funds from OHMAS and SOR grant from OMHAS to construct, furnish and implement Starlight Center.
- Operations will be funded by insurance such as Medicaid and the ADAMH board. This will be a continuing funding responsibility for Fairfield County ADAMH.
- Fairfield County ADAMH will continue to build out our Crisis Continuum of Care.
- Fairfield County ADAMH is committed to using the rest of the property surrounding Starlight Center to further benefit the neighborhood. - Future Project!!



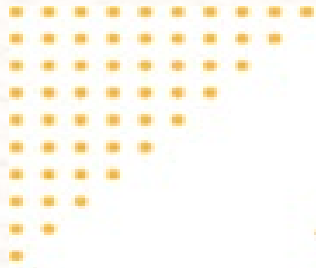
STARLight

LIGHTING THE JOURNEY
to Stabilization, Treatment And Recovery





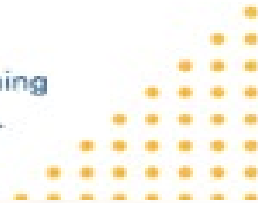
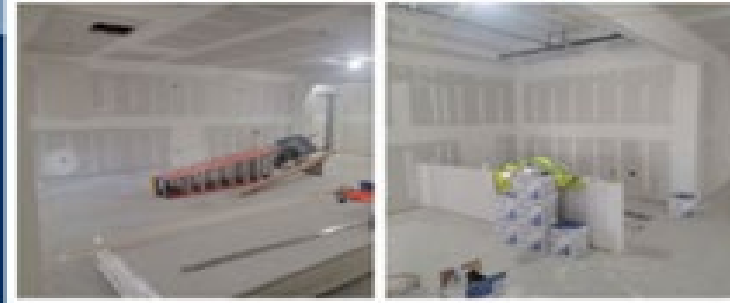
5/28/2024



LIGHTING THE JOURNEY
to Stabilization, Treatment And Recovery

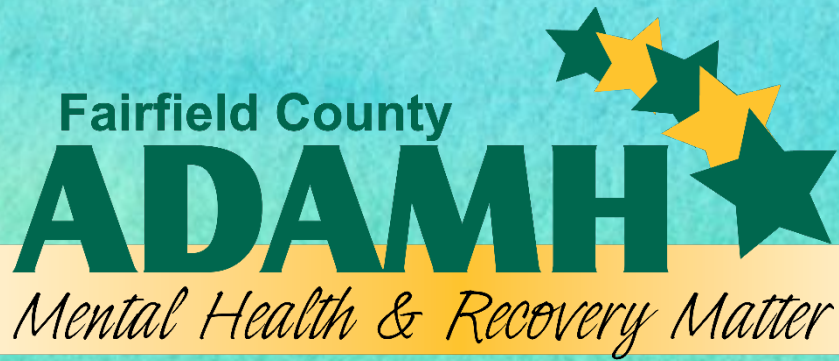
Committed to the health and well-being of every member of the community and pledges to extend exceptional resources and care to those in need of immediate support.

We pledge to offer healing in a superior facility, operated by superior staff, while remaining cognizant of our neighbors, our stakeholders, and the families of those who are healing.



Timeline- now what?

- OhioGuidestone has staff hired for SUD and Mental Health floor and has been training and preparing, still hiring staff!!!
- OhioGuidestone and ADAMH program staff working on operational details with consultation from RI International, thanks to OHMAS grant for implementation.
- Held ribbon-cutting for STARLight and punch list completed, ready to open doors for staff soon!
- Services will begin!



Venture Place

Supported Housing & Homeless Outreach Project

Project Components

1. Build and manage an Affordable Housing Apartment Building with built-in support for persons with behavioral health challenges who are homeless or at risk of homelessness. Plan for 24 one-bedroom apartments at Venture Place.
2. Build a new building on same property for Fairfield Center of Hope, moving them from 1665 E Main st.
3. Renovate 1665 E. Main Street (FCOH old building) for LSS Homeless Shelter for additional beds and program space.
4. Renovate old shelter space at Fairhaven Place, 1681 E. Main Street for Veterans' Housing, increased apartments.

Project Benefits

1. Venture Place will add 24 apartments to our community. There will be on site, wrap-around support for residents. Embedded staff on location 24/7 as well as Behavioral Health agencies coming on site to provide services.
2. Fairfield Center of Hope to provide programming, support, skill building and activities, right next door.
3. Renovate LSS shelter at 1665 E. Main Street- will create space for programming for shelter residents during the day.
4. Renovate Fairhaven Place for Veterans' Housing, will add 3 apartments.

Homeless Outreach

ADAMH is funding Homeless outreach now at LSS.

The purpose is to:

- Find the people currently unhoused and unsheltered.
- Build relationships with the homeless and unsheltered people in our community.
- Give them HOPE!
- Begin to gather information on what this population needs to be housed. What are their barriers? Fears? Concerns? Needs?
- Link them to services and resources available now, build a referral base for Venture Place when it is opened.

Survey Results

Survey distributed
April to September
2023

142 respondents

52% reported mental
health challenges

46% reported
substance use
challenges

30% reported both
MH and SUD
challenges

About 32% of those
self-identifying with
either challenge were
in treatment

81%
Lancaster/Fairfield
County residents

80% reported no
family support

76% male

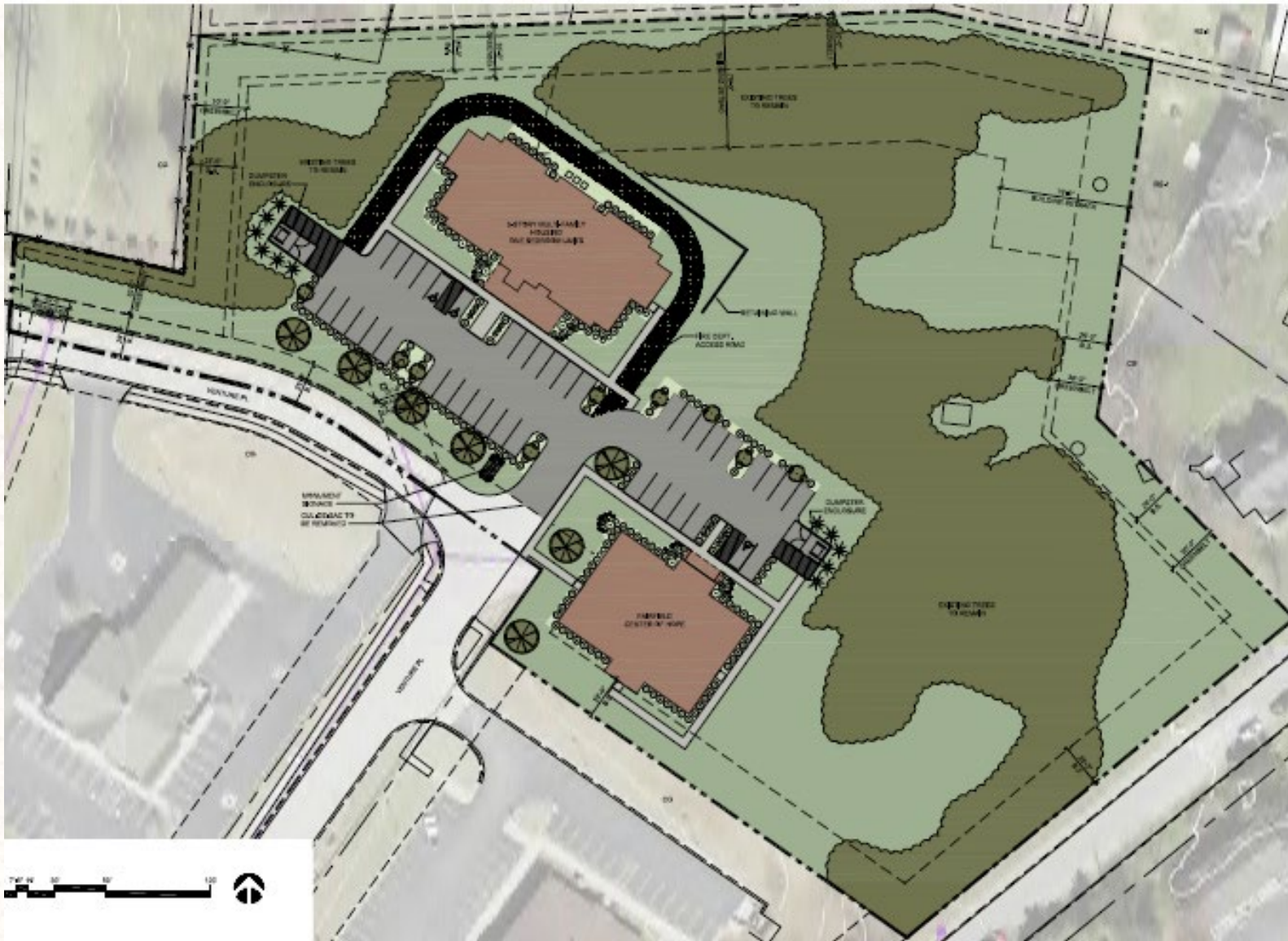
24% female

Average age, 38
years old

Average length of
homelessness 12.5
months

Housing & Homeless Prevention Project Funding

ADAMH to contribute	\$ 3,000,000
ARPA Funding from Fairfield County	\$ 3,000,000
Eligible for 2 Capital Grants with OMHAS	\$ 2,000,000
OHFA funding	\$ 2,000,000
Federal Home Loan Bank of Cincinnati	<u>\$ 324,000</u>
Total Potential Project Funding	\$10,324,000



Fairfield County

ADAMH

Mental Health & Recovery Matter



Venture Place 24 one-bedroom apartments



Center of Hope



Timeline so far

Accomplished:

- Property purchased and zoning special use completed
- Plans completed
- Facility based vouchers achieved for project
- OHFA funding finalized
- Federal Home loan bank funding finalized
- OHMAS capital grant funding close to final signatures
- Posting running now for Bid process for General Construction contract

Support and Partnerships:

- Lutheran Social Services
- Fairfield Metropolitan Housing Authority
- City of Lancaster- Community Development dept, City Council representative, Mayor
- County Commissioners, county prosecutor civil division and county administration

Next Goals and Projects

Fairfield ADAMH completed a community needs assessment with Ohio University Voinovich School to better assess future projects and priorities. Final report not ready yet.

- Total 314 completed- OU consultants stated this was high response rate for community our size and this type of survey.
- Responses were fairly balanced between age brackets.
- The majority of responses identified as community members (22.8%), social service provider (16.6%), or recipient of services (15.4%).
- Respondents expressed a positive view of the ADAMH Board. Over 90% of respondents expressed that the ADAMH Board is doing at least a fair job or better.

- Results:
 - Services for youth was described as the greatest unmet need in Fairfield County.
 - Services for older adults was ranked as the second highest priority.
 - Stakeholders identified that the Board and other organizations could better clarify what services are available locally.

Next Goals and Projects

Future Projects, Challenges and approach as a result of this survey:

- **Youth.** Increase services and accessibility for youth services
 - Action: ADAMH is in the process of adding another Network of care Provider to increase the capacity of Youth services in our system.
 - Action: ADAMH will continue prevention funding in all school districts in the county.
 - Challenge: Lack of licensed clinicians means long wait times for clinical services.
 - Action: ADAMH working on Workforce development for Fairfield County.
 - Planning for future nonclinical supportive programming for youth – easier to find skilled trained others and this type of innovative programming will fill in gaps and support youth in addition to clinical or while waiting for clinical services.

- **Older Adults.** Increase services and accessibility for older adults
 - Action: ADAMH already funds services to home bound seniors through Meals on Wheels, Consider other supportive services- support groups, for example, for mobile older adults.
 - Challenge: Lack of licensed clinicians means long wait times for clinical services.
 - Action: ADAMH working on Workforce development for Fairfield County.

Next Goals and Projects

- **Facilities:** assess possible uses of remainder of property on Locust Street.
- **Awareness:** Plan for increased speaking engagements and awareness events and publications to increase awareness of services available. Promote “Get Connected” program.
- **Workforce Development-** recruit and keep behavioral health staff in Fairfield County.
 - ADAMH facilitates Workforce development committee open to all social service providers in Fairfield County.
 - Twice in last 2 years ADAMH has offered one time infrastructure grants to Network of care Agencies, many have used this for staff retention activities.
 - Developed videos promoting working in Fairfield County:

[Working in Fairfield County #1 \(youtube.com\)](#)
[Working in Fairfield County #2 \(youtube.com\)](#)
[Working in Fairfield County #3 \(youtube.com\)](#)
[Working in Fairfield County #4 \(youtube.com\)](#)
[Working in Fairfield County #5 \(youtube.com\)](#)
[Working in Fairfield County #6 \(youtube.com\)](#)





fairfieldadamh.org



GRANT WRITER

DYLAN SANDER







Questions?

Thank you!!

Marcy Fields, LISW-S

Executive Director

Fairfield County ADAMH Board

108 W. Main St., Suite A

Lancaster, Ohio 43130

740.654.0829 x304

mfields@fairfieldadamh.org

www.fairfieldadamh.org

Miranda Gray, MS CDCA OCPA

Program and Quality Manager

Fairfield County ADAMH Board

108 W. Main Street, Suite A

Lancaster, OH 43130

740.654.0829 x261

mgray@fairfieldadamh.org

www.fairfieldadamh.org



Community Development Block Grant Program

COUNTY COMMISSIONERS'

2ND PUBLIC HEARING – PY 2024

MAY 28, 2024



**Department of
Development**



CDBG Basic Information

Fairfield County participates in the Allocation Program.

- For cities and counties who do not participate in HUDs CDBG Entitlement or Urban County Program

Neighborhood Revitalization Program.

- Designed to improve the quality of life, livability and functionality of distressed residential areas through a comprehensive strategy.



First Public Hearing – March 5, 2024



Applications due to RPC – April 12, 2024



Community Development Implementation Strategy (CDIS)
Meeting – April 30, 2024



Second Public Hearing – TBD



Application due to the State – June 12th

Process

Allocation Projects - \$390,000

Village of Rushville \$ 84,450

- Wastewater Treatment Plant – Lagoon and Flow Meter Replacement

Village of Amanda \$100,000

- ADA Curb Ramps

Fairfield Beach \$ 94,650

- Playground Equipment

Village of Bremen \$ 80,900

- Howell Park Walking Path
- Matching Funds for NRG application

Administration \$ 30,000

- Including Fair Housing

Neighborhood Revitalization Program



Neighborhood Revitalization Grant

	CDBG Amount	Matching Funds	Total Cost
Marietta Street Paving and Drainage	\$191,800	\$ 9,800	\$201,600
Broad Street Sidewalk	\$384,400	\$25,600	\$410,000
Water Treatment Plant - Softener Resin Replacement	\$ 89,000	\$ 6,000	\$ 95,000
Community Pool Improvements	\$ 54,800	\$ 3,600	\$ 58,400
Howell Park Walking Path		\$80,900	\$ 80,900
Administration	\$ 30,000		\$ 30,000
Totals	\$750,000	\$125,900*	\$ 875,900

*\$45,000 cash matching funds from Bremen

Next Steps



COMMISSIONERS WILL ADOPT
AUTHORIZING LEGISLATION



REGIONAL PLANNING WILL COMPLETE
THE GRANT APPLICATION AND SUBMIT
TO THE STATE.

REGULAR MEETING #23 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MAY 28, 2024

AGENDA FOR TUESDAY, MAY 28, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for May 21, 2024
- Approval of Special Meeting Minutes for May 21, 2024
- Commissioners
- 2024-05.28.a A Resolution Authorizing the Approval of Proclamations [Commissioners]
- 2024-05.28.b A Resolution Approving the Reappointment of Mr. Matt Wideman to the
Fairfield County District Library Board of Trustees [Commissioners]
- 2024-05.28.c A Resolution to Approve a Memo Expense for Interest Allocation
Reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield
County Port Authority – Fund #7012, #7321, #7308, & #7865 [Commissioners]
- 2024-05.28.d A Resolution Authorizing to Appropriate from Unappropriated into a Major
Expenditure Categories to the General Fund# 1001, Fund-to-Fund Transfers, and
Memo Transactions from General Fund #1001 to the Basil Western 629 Fund &
TID Fund #7790 [Commissioners]
- Fairfield County ADAMH Board
- 2024-05.28.e A Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill
Limitation for a Renewal of an Existing Mental Health Services Levy for the
November 5, 2024, General Election on Behalf of the Fairfield County ADAMH Board
[ADAMH Board]
- Fairfield County Court of Common Pleas
- 2024-05.28.f A Resolution Approving an Account-to-Account Transfer into a Major
Expenditure Object Category – Fund # 2852, Target Community Alt to Prison
[Common Pleas Court]
- Fairfield County Emergency Management Agency
- 2024-05.28.g A Resolution Authorizing an Account-to-Account Transfer for EMA Fund
#2890, Sub Fund #8324, Hazardous Materials Emergency Planning, and 2091
Local Emergency Planning Committee Funds [EMA]

Fairfield County Engineer

- 2024-05.28.h A Resolution to Approve an Agreement Between Fairfield County and Michael Baker International, Inc. for the PLE-32 Bridge Replacement Project [Engineer]
- 2024-05.28.i A Resolution to Approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-33 Bridge Replacement Project [Engineer]
- 2024-05.28.j A Resolution to Approve the Contract with The Shelly Company for the FAI-CR17/31 Resurfacing Project [Engineer]
- 2024-05.28.k A Resolution to Approve the Notice to Commence for the FAI-CR17/31 Resurfacing Project [Engineer]
- 2024-05.28.l A Resolution to Approve an Intergovernmental Agreement with the Fairfield County Transportation District Relative to the Basil-Western Road Realignment Project [Engineer]
- 2024-05.28.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]
- 2024-05.28.n A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category County Engineer Fund #2024, Motor Vehicle for Materials & Supplies [Engineer]
- 2024-05.28.o A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94 [Engineer]

Fairfield County Facilities

- 2024-05.28.p A Resolution Authorizing the Approval of an Agreement Allowing Proline Electric to Become the Completion Contractor at the Fairfield Center for the Renovation Project [Facilities]
- 2024-05.28.q A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center [Facilities]

Fairfield County Family and Children First Council

- 2024-05.28.r A Resolution Approving a Contract Between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for Program Services for State Fiscal Year 2025 [Family and Children First Council]
- 2024-05.28.s A Resolution Approving a Grant Agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council (FCFC) and the Ohio Department of Children and Youth (DCY) and Ohio Department of Developmental Disabilities (DODD) for State Fiscal Year 2025 [Family and Children First Council]

- 2024-05.28.t A resolution to approve a memo exp./ memo receipt for the costs of Personnel for April Activity paid to Fairfield County Health Department as a memo expenditure for Fund # 7521, Family Children First Council [Family and Children First Council]
Fairfield County Job and Family Services
- 2024-05.28.u A Resolution Approving the 2025 Title XX Social Services Block Grant County Profile Report [JFS]
Fairfield County Juvenile/Probate Court
- 2024-05.28.v A Resolution Authorizing the Approval of the FY25 Juvenile Court Funding Application Update with the Ohio Department of Youth Services [Juvenile/Probate Court]
Fairfield County Regional Planning Commission
- 2024-05.28.w A Resolution to Approve the Fiscal Year 2024 Community Development Block Grant Neighborhood Revitalization Program [Regional Planning Commission]
- 2024-05.28.x A Resolution to Approve the Fiscal Year 2024 Community Development Block Grant Allocation Program Application [Regional Planning Commission]
Fairfield County Sheriff
- 2024-05.28.y A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources [Sheriff]
- 2024-05.28.z A Resolution Authorizing the Approval of a One-Year Contract Extension Between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office [Sheriff]
Payment of Bills
- 2024-05.28.aa 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 June 4, 2024, 9:00 a.m.
Adjourn

**Regular Meeting #21 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

Review Meeting

The Commissioners met at 9:00 a.m. at the Liberty Center located at 951 Liberty Dr., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Sheriff Lape; Treasurer, James Bahnsen; FCFC Director, Tiffany Wilson; CAUV Specialist, Greg Forquer; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell; Deputies Romine and Hummel, Deputy Treasurer, Michael Kaper; and JFS Finance Director, Josh Crawford. Also present: Sherry Pymmer, Kevin Elder, Betty Elder, Francis Martin, Barb Martin, Jeff Williamsen, Ray Stemen, Earl Cole, Patsy Cole, Betty Bennett, Mary Cullison, Stephanie Taylor, Bryan Everitt, Lisa Thomas, Christina Hill, Beverly Sturn, Shelby Hunt, Cheryl Kohler, Beth Cottrell, Jim Posey, Patti Posey, Jim Posey, Phyllis Hedger, Aaron Steely, Paula Covell, Nancy Gantner, Sharon Brewer, Kris Keller, Tom Leitnaber, Linda Werner, Jean Holdridge, George Holdridge, Bill George, Penny George, Allen Turnbull, Sandy Turnbull, Ed Schooley, Darlene Schooley, William Ball, Kathleen Ball, Dave Holbrook, Cathy Holbrook, Eric Vaughn, Ed Gamble, Beth Smith, Brooke Evans, Judy Zollinger, Selina McCord, Andrew Stratten, Anne Cyphert, Carol Moore, Jerry Starner, Lyne Kennedy-Starner, David Berner, James Miller, Marily Miller Linda Wardilach, Toni Miller, Leigh Miller, Ervin Dumm, Nick Gundren, Austin Reid, Kent Searle, Chad Belville, Ryan Santa Marin, Gina Matos, Brian Compton, Cally Sparrow, Bill Yates, Carol King, Melissa Conner, Teresa Bond, Larry Bond, Ralph Hedrick, Rex Eberly, Jane Eberly, Frank Hudson, Jenny Markwood, Judith Cain, Evon Martin, Aubrey Ward, David Ward, Randy Evans, Joanne Spoth, Paul Sansaucy, Carolyn Solt, Dale Solt, Scott Barr, Pam Covell, Gail Ellinger, Shawn Haughn, Victoria Orchard, Jane Harf, Chris Snider, and William George.

Virtual attendees: Park Russell, Brandi Downhour, Belinda Nebbergall, Nicole S., Joe Ebel, John, Deborah, Jessica Murphy, Britney Lee, Marcy Fields, Jennifer Morgan, Ashley Arter, Aubrey, Lynette Barnhart, Toni Ashton, Aubrey Ward, Will, Lori Hawk, Laurie Hunter, Jerry Starner, Abby King, Jeanie, Leighann Adams, Rachel Elsea, Jason Grubb, Cheryl Berner, Kara Heffelbower, Austin Lines, and Jennifer Morgan.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Regional Planning Commission (RPC) Update

Interim RPC Director, Holly Mattei, gave an update on the RPC and provided a PowerPoint presentation which is available in the minutes. She stated that RPC is a community based organization that serves all entities in the county and assists townships and villages with long-range planning. The RPC collaborates with other agencies in the county regarding administering Flood Damage Protection Regulations, lot splits for county properties, and assists with zoning technical issues. The RPC is the commercial building department for the county and issues the commercial building permits. The RPC works on the Community Development Block Grant (CDBG) program and there will be a CDBG Hearing on May 28th regarding the grant applicants. The RPC is responsible for taking Fair Housing calls and complaints and is currently completing a Model Zoning Code for the county that would reflect both village and township standards. The

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Fairfield County Commissioners' Office
May 21, 2024

zoning code will include all the processes, and entities can adopt as a whole or in part. The first draft of the zoning code will be completed in July.

Ms. Cordle thanked the Commissioners for funding the Model Zoning Code which will be a great benefit for many county villages and townships.

Commissioner Levacy asked which villages and townships have their own existing zoning code and Ms. Mattei replied that Violet Township has its own zoning code.

Commissioners Fix and Levacy, along with Ms. Cordle, thanked Ms. Mattei for leading the RPC and for her assistance with the Comprehensive Plan and the Model Zoning Code.

Airport Update

EMA and Facilities Director, Jon Kochis, provided a PowerPoint presentation (also available in the minutes), and spoke about the Master Plan for the Fairfield County Airport.

Mr. Vogel spoke briefly about the Drainage Study and the water and sewer upgrades for the airport.

Mr. Kochis continued speaking about the 10 unit T-Hangar, the Box hangar, and the new public restroom. He spoke about the 2022 construction estimates and the increases to May 2024 costs, and the increased cost of steel.

Commissioner Davis asked about the impact on funding with the increased costs.

Mr. Kochis provided funding solutions and spoke about the Return on Investment (ROI). There are 27 individuals and companies on the wait list who have placed deposits to lease hangar space.

Commissioner Fix asked if the waiting list indicated we should evaluate rental rates.

Mr. Kochis stated that there is a sub-committee reviewing rental rates and there is a projected 3% yearly increase in rental rates. He spoke about the 15 year financing plan.

Commissioner Davis asked if the General Fund would receive any payments before the 16th year.

Mr. Kochis stated it would not.

Commissioner Davis asked Amy Brown-Thompson if there is a way to guarantee the General Fund repayment.

Ms. Brown-Thompson stated that there is no way to bind that commitment.

Commissioner Fix asked for the construction timeline.

Mr. Kochis stated that the hangar should be completed by February.

Commissioner Davis spoke about the exponential impacts of the airport facilities on the community.

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Commissioner Fix stated that the concept is that the airport is an economic development tool.

Mr. Kochis stated that you can land a plane at the county airport, park, and be in your vehicle faster than you can land at Port Columbus.

Auditor Brown spoke about the debt process.

Jeff Williamsen from a township neighboring the airport asked about the possibility of future airport expansions and asked if the airport would ever have a terminal.

Mr. Kochis stated that the Fairfield County Airport would never be a controlled airspace and added that the airport currently has a terminal.

Public Comments

Ray Stemen of Lancaster spoke about the importance of spiritual guidance.

Stephanie Taylor of Habitat for Humanity of Southeast Ohio spoke about the upcoming celebration of a home completion, the moving of another home from the Workforce Center, and the two new homes planned in Fairfield County.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

Workforce Center Graduation

The Workforce Center held its annual graduation last week where 83 students graduated.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 27 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution designating Commissioner Davis as the ad hoc member for the Ohio Power Siting Board.

Commissioner Davis explained that Commissioner Levacy, through the resolution, was designating him to be the Board's ad hoc member for the Ohio Power Siting Board as

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provided for in Senate Bill 52. Commissioner Davis further explained that the resolution contained the Ad Hoc Board Member Guidelines as supporting documentation. On the Guidelines it states that Under SB 52, ad hoc members are prohibited from voting on intervening resolutions pertaining to industrial solar and wind projects and farms; and are also prohibited from saying anything that would suggest a decision had been made before the end of the application process to the Ohio Power Siting Board.

- A resolution approving the co-sponsorship agreement between the Fairfield County Board of Commissioners and the Fairfield County Airport Authority Board as recommended by the Federal Aviation Administration.
- A resolution from Economic and Workforce Development amending resolution 2022-09.27.k, which established the Fairfield County Route 33 CRS, and its Housing Officer, Housing Council, and TIRC. The amendment adds a representative to the TIRC from the Eastland-Fairfield Career and Technical School.
- The Engineer's Office has a resolution for an agreement to approve American Structurepoint, Inc. for construction inspection and testing services.
- A resolution to approve construction drawings for the Engineer's Salt Barn Storage Facility. You also have a mylar to sign for the project.
- A resolution approving a contract award for the replacement of carpet in the Hall of Justice.
- A resolution approving a plan agreement with CCAO for Inclusion in the Worker's Comp Group Retrospective Rating Plan Program.
- A resolution approving conditional acceptance of the public improvements for the Chesapeake Section 1 subdivision, subject to 3-year maintenance requirements.
- A resolution from the Sheriff's Office approving the disposal of 13 disabled vehicles. These 13 vehicles have a total value of under \$3000.
- A resolution from Utilities approving the contract award to BW Electrical Services, LLC, for the Little Walnut Generator and Transfer Switch Project.

Budget Review

- Budget Director, Bart Hampson reviewed the recent preliminary sales tax information and provided a data sheet that is available in the minutes.

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.***
 - Governor's Executive Workforce Board Meeting, May 22, 2024, 10:30 a.m., Worthington Steel Innovation Center, 7400 Dearborn Dr., Columbus
 - Fairfield County Sheriff's Annual Recognition Ceremony, May 23, 2024, 12:00 p.m., Eagles, Forest Rose Aerie, 1936 E. Main St., Lancaster
 - JFS Family Fun Fest, May 23, 2024, 5:00 p.m., JFS Parking Lot, 239 W. Main St., Lancaster

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- Fairfield County 4H Endowment Legacy Dinner, June 13, 2024, 5:00
Registration, Cheers Chalet, 1211 Coonpath Rd. NW, Lancaster

Correspondence Received

- Decorative Arts Center of Ohio, Mod Visual Social Cultural Renaissance of the 1960's, June 1 – August 25, 2024
- Bloom Township Resolution 11-24, "To Request the Fairfield County Board of County Commissioners to Create a Restricted Area Prohibiting Large Solar Development"
- Thank You Note from Senior Hub - Meals on Wheels of Fairfield County
- Notice from the Ohio EPA Regarding Issuance of Final Modified Hazardous Waste Permit
- Fairfield County Auditor's Wins of the Week, May 16, 2024
- Memo, Dr. Carri Brown, May 15, 2024, Subject: General Fund Unassigned Fund Balance & General Fund Revenues
- Memo, Dr. Carri Brown, May 16, 2024, Subject: Principal Taxpayers of Real Estate Property Taxes
- Correspondence Regarding Industrial Solar Projects and Exclusionary Zones for Industrial Solar
- Thank You Note from the Director of the Lancaster Festival, Deb Connell
- Fairfield County Auditor's Office's Just the Facts, "How to Make Address Changes"
- Press Release, Office of the County Auditor, May 20, 2024, "Fairfield County Auditor Employees Graduate from Ohio University's Women's Leadership Summit
- Press Release, Office of the County Auditor, May 20, 2024, "Dr. Carri Brown, Fairfield County Auditor, Awarded Recognition of Distinction from Ohio University – Lancaster
- Notice, Fairfield County Health Department, May 20, 2024, "Sewage Treatment System Repair – Healthy Aging Grant Funds Available"
- Fairfield County Board of Developmental Disabilities, May 2024, Imagine Newsletter
- For Immediate Release, Visit Fairfield County Ohio, May 20, 2024, "Visit Fairfield County's 2024 Destination Guide Now Available"

New Business

Engineer Upp spoke about the construction of the salt barn, roadwork on Refugee Rd., and future updates to pedestrian pathways along Refugee Rd.

Commissioner Davis asked about the capacity of the salt barn, the amount of salt used in an average year, if the stored salt had a shelf life, and if the salt we store is rotated for use.

Engineer Upp stated that the capacity of the salt barn is 6000 tons and that the county uses 5500 tons of salt in an average year. He added that the county has never had an issue with stored salt and that the salt is rotated and the oldest is used first.

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Mr. Szabrak spoke about an opportunity to speak at the first annual Lancaster Schools' Tech Program and that the room was full, and the parents were celebrating. He added that many parents voiced that they were concerned about the vocational paths of their children prior to them entering the tech programs.

Mr. Clark spoke about the JFS Family Fun Fest to be held in the JFS parking lot on May 23rd.

Executive Session

Commissioner Davis made the motion to go into Executive Session at 9:54 a.m. to discuss personnel matters and asked for the following to be in the meeting: the County Administrator, Deputy County Administrator, Representatives from the Prosecutor's Office, the Sheriff, Budget Director, Commissioner Clerks, and Outside Counsel. The motion was seconded by Commissioner Fix

Roll call vote of the motion resulted as follows:

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

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn the Executive Session at 10:16 p.m.

Roll call vote of the motion resulted as follows:

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

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. at the Liberty Center located at 951 Liberty Dr., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Sheriff Lape; Treasurer, James Bahnsen; FCFC Director, Tiffany Wilson; CAUV Specialist, Greg Forquer; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell; Deputies Romine and Hummel, Deputy Treasurer, Michael Kaper; and JFS Finance Director, Josh Crawford. Also present: Sherry Pymmer, Kevin Elder, Betty Elder, Francis Martin, Barb Martin, Jeff Williamsen, Ray Stemen, Earl Cole, Patsy Cole, Betty Bennett, Mary Cullison, Stephanie Taylor, Bryan Everitt, Lisa Thomas, Christina Hill, Beverly Sturn, Shelby Hunt, Cheryl Kohler, Beth Cottrell, Jim Posey, Patti Posey, Jim Posey, Phyllis Hedger, Aaron Steely, Paula Covell, Nancy Gantner, Sharon Brewer, Kris Keller, Tom Leitnaber, Le Leitnaber, Linda Werner, Jean Holdridge, George Holdridge, Bill George, Penny George, Allen Turnbull, Sandy Turnbull, Ed Schooley, Darlene Schooley, William Ball, Kathleen Ball, Dave Holbrook, Cathy Holbrook, Eric Vaughn, Ed Gamble, Beth Smith, Brooke Evans, Judy Zollinger, Selina McCord, Andrew Stratten, Anne Cyphert, Carol Moore, Jerry Starner, Lyne Kennedy-Starner, David Berner, James Miller, Marilyn Miller, Linda Wardilach, Toni Miller, Leigh Miller, Ervin Dumm, Nick Gundren, Austin Reid, Kent Searle, Chad Belville, Ryan Santa Marin, Gina Matos, Brian Compton, Cally Sparrow, Bill Yates, Carol King, Melissa Conner, Teresa Bond, Larry Bond, Ralph Hedrick, Rex Eberly, Jane Eberly, Frank Hudson, Jenny Markwood, Judith Cain, Evon Martin, Aubrey Ward, David Ward, Randy Evans, Joanne Spoth, Paul Sansaucy, Carolyn Solt,

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Dale Solt, Scott Barr, Pam Covell, Gail Ellinger, Shawn Haughn, Victoria Orchard, Jane Harf, Chris Snider, and William George.

Virtual attendees: Park Russell, Brandi Downhour, Belinda Nebbergall, Nicole S., Joe Ebel, John, Deborah, Jessica Murphy, Britney Lee, Marcy Fields, Jennifer Morgan, Ashley Arter, Aubrey, Lynette Barnhart, Toni Ashton, Aubrey Ward, Will, Lori Hawk, Laurie Hunter, Jerry Starner, Abby King, Jeanie, Leighann Adams, Rachel Elsea, Jason Grubb, Cheryl Berner, Kara Heffelbower, Austin Lines, and Jennifer Morgan.

Pledge of Allegiance

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

Announcements

Clerk Menningen announced that Fairfield County offices would be closed on Monday, May 27th in observance of Memorial Day.

Approval of Minutes for May 14, 2024, and May 14, 2024, Leadership Conference

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, May 14, 2024, meeting and the May 14, 2024, Leadership Conference.

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:

- 2024-05.21.a A Resolution to Establish the Ad Hoc Member to the Ohio Power Siting Board
- 2024-05.21.b A Resolution Approving the Co-Sponsorship Agreement between the Fairfield County Board of Commissioners and the Fairfield County Airport Authority Board
- 2024-05.21.c A Resolution to Approve a Fund-to-Fund Transfer from the General Fund #1001 to the Flexible Spending Account Fund #7680
- 2024-05.21.d A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.

Commissioner Davis reiterated the information he had provided during the Review portion of the meeting regarding Ad Hoc Members of the Ohio Power Siting Board.

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

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Fairfield County Commissioners' Office
May 21, 2024**

Approval of a Resolution from the Fairfield County Auditor - Finance

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:

2024-05.21.e A Resolution Authorizing a Fund-to-Fund Transfer, Auditor, Fund #1080

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 Economic and Workforce Development

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 Economic and Workforce Development:

2024-05.21.f A Resolution to Amend Resolution 2022-09.27.k, Which Established the Fairfield County Route 33 Community Reinvestment Area (CRA); and the Housing Officer, Community Reinvestment Housing Council, and Tax Incentive Review Council (TIRC) for the Aforementioned CRA

2024-05.21.g A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund, Fund #2881 EV Charging Station Fund

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:

2024-05.21.h A Resolution to Approve an Agreement between Fairfield County and American Structurepoint, Inc.

2024-05.21.i A Resolution to Approve the Construction Drawings for the Fairfield County Engineer's Salt Barn Storage Facility Project

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution 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 resolution from Fairfield County Facilities:

2024-05.21.j A Resolution Authorizing the Approval of a Contract Award for the Replacement of Carpet Flooring, Hall of Justice Building

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #21 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

Approval of Resolutions from 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 Fairfield County Family and Children First Council:

- 2024-05.21.k A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category, Fund #7521
- 2024-05.21.l A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Adult Children First
- 2024-05.21.m A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #7521

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Human Resources

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

- 2024-05.21.n A Resolution to Approve a Plan Agreement with the County Commissioners Association of Ohio for Inclusion, the Workers' Compensation Group Retrospective Rating Plan Program

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:

- 2024-05.21.o A Resolution Authorizing the Approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and South Central Ohio Job and Family Services and Fairfield County Protective Services
- 2024-05.21.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
- 2024-05.21.q A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2599 – Workforce Fund - Fairfield County JFS

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #21 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

Approval of a Resolution from Fairfield County Juvenile/Probate Court

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

2024-05.21.r A Resolution Authorizing the Approval of Amendment #2 to the FY24 Grant Agreement between Fairfield County Juvenile Court and Ohio Department of Youth 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 Law Library

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 Law Library:

2024-05.21.s A Resolution to Appropriate from Unappropriated Funds for the Fairfield County Law Library Resources Board, Fund 2761

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 Regional Planning Commission

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 Regional Planning Commission:

2024-05.21.t A Resolution to Approve Conditional Acceptance of Chesapeake Section 1 Subdivision

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 Sheriff

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 Sheriff:

2024-05.21.u A Resolution Approving the Disposal of Thirteen Disabled Vehicles

2024-05.21.v A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category

2024-05.21.w A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2503 Police Revolving

2024-05.21.x A resolution authorizing the approval of repayment of an advance to the General Fund from Fund 2593 Concealed Handgun License

**Regular Meeting #21 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

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 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 resolution from the South Central Major Crimes Unit:

2024-05.21.y A Resolution Authorizing the Approval to Extend the Repayment Date of an Advance of Funds, Fund #7830, Sub Fund #8312 DLEF Grant

Ms. Cordle stated that she will remain in contact with Commander Lowe regarding the repayment of the advance.

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

Approval of a Resolution from Fairfield County Utilities

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

2024-05.21.z A Resolution to Approve the Contract Award for the Little Walnut Generator and Transfer Switch Project; Utilities Fund #5044, Sewer

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:

2024-05.21.aa 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

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:32 a.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 28, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.

**Special Meeting #22 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

Review Meeting

The Commissioners met following the Review and Regular Meeting at 10:32 a.m. at the Liberty Center located at 951 Liberty Dr., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Sheriff Lape; Treasurer, James Bahnsen; FCFC Director, Tiffany Wilson; CAUV Specialist, Greg Forquer; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell; Deputies Romine and Hummel, Deputy Treasurer, Michael Kaper; and JFS Finance Director, Josh Crawford. Also present: Sherry Pymer, Kevin Elder, Betty Elder, Francis Martin, Barb Martin, Jeff Williamsen, Ray Stemen, Earl Cole, Patsy Cole, Betty Bennett, Mary Cullison, Stephanie Taylor, Bryan Everitt, Lisa Thomas, Christina Hill, Beverly Sturn, Shelby Hunt, Cheryl Kohler, Beth Cottrell, Jim Posey, Patti Posey, Jim Posey, Phyllis Hedger, Aaron Steely, Paula Covell, Nancy Gantner, Sharon Brewer, Kris Keller, Tom Leitnaber, Linda Werner, Jean Holdridge, George Holdridge, Bill George, Penny George, Allen Turnbull, Sandy Turnbull, Ed Schooley, Darlene Schooley, William Ball, Kathleen Ball, Dave Holbrook, Cathy Holbrook, Eric Vaughn, Ed Gamble, Beth Smith, Brooke Evans, Judy Zollinger, Selina McCord, Andrew Stratten, Anne Cyphert, Carol Moore, Jerry Starner, Lyne Kennedy-Starner, David Berner, James Miller, Marily Miller Linda Wardilach, Toni Miller, Leigh Miller, Ervin Dumm, Nick Bundren, Austin Reid, Kent Searle, Chad Belville, Ryan Santa Marin, Gina Matos, Brian Compton, Cally Sparrow, Bill Yates, Carol King, Melissa Conner, Teresa Bond, Larry Bond, Ralph Hedrick, Rex Eberly, Jane Eberly, Frank Hudson, Jenny Markwood, Judith Cain, Evon Martin, Aubrey Ward, David Ward, Randy Evans, Joanne Spoth, Paul Sansaucy, Carolyn Solt, Dale Solt, Scott Barr, Pam Covell, Gail Ellinger, Shawn Haughn, Victoria Orchard, Jane Harf, Chris Snider, and William George.

Virtual attendees: Park Russell, Brandi Downhour, Belinda Nebbergall, Nicole S., Joe Ebel, John, Deborah, Jessica Murphy, Britney Lee, Marcy Fields, Jennifer Morgan, Ashley Arter, Aubrey, Lynette Barnhart, Toni Ashton, Aubrey Ward, Will, Lori Hawk, Laurie Hunter, Jerry Starner, Abby King, Jeanie, Leighann Adams, Rachel Elsea, Jason Grubb, Cheryl Berner, Kara Heffelbower, Austin Lines, and Jennifer Morgan.

Announcements

This is a Public Meeting to Consider Designation of Restricted Area for Industrial Solar.

Comments for Industrial Solar Exclusionary Zones in Fairfield County

Scott Barr of Amanda Township spoke about growing up in Amanda Township and provided his support for industrial solar exclusionary zones in Fairfield County. He stated that solar should be properly scaled on top of buildings.

Brett Severely of Amanda Township stated that he is against industrial solar due to the infrastructure in and around Amanda Township and the damage to the base and structure of roads. He also spoke about property rights and zoning in Amanda Township and the original intention of that zoning code.

Special Meeting #22 - 2024
Fairfield County Commissioners' Office
May 21, 2024

Jeff Williamsen of Baltimore spoke about the expense of solar and stated that the costs exceed that of coal, natural gas, and nuclear energy. He stated his support of industrial solar exclusionary zones in Fairfield County.

Beth Cottrell of Amanda stated that she lives within a half mile of the proposed project and that she and her family have lived and farmed in the area for over 100 years. Ms. Cottrill spoke in support of industrial solar exclusionary zones.

Ralph Hedrick, Amanda Township Trustee, stated that the Amanda Township Trustees previously provided a resolution asking the Fairfield County Board of Commissioners to pass a resolution for industrial solar exclusionary zones in Fairfield County.

Brian Compton of Ridge Road stated that he votes every election and asked the Commissioners to pass a resolution which would provide for solar industrial exclusionary zones in Fairfield County.

David Ward of Cedar Hill Road in Amanda spoke about being a firefighter and how he is concerned about his health from the years as a firefighter and will be more concerned for his health if the industrial solar project is built.

Gail Ellinger, Hocking Township Trustee, stated that her Township provided a resolution to the Commissioners asking for a county resolution restricting solar in exclusionary zones and stated that she is in favor of property value rights.

Cheryl Kohler of Amanda stated that she has many concerns about the destruction that would be caused by a solar industrial project and asked the Commissioners to pass a resolution regarding solar industrial exclusionary zones. She spoke about being a part of the committee for the County's zoning model.

Pam Covell of Amanda stated she leased her land to a solar company but no longer wants the solar panels and asked the Commissioners to pass a resolution for industrial solar exclusionary zones in Fairfield County.

Ervin Dumm of Amanda asked the Commissioners to pass a resolution for industrial solar exclusionary zones and spoke about the process he has been involved in with his community in working to get the solar project in his area banned.

Linda Werner of Westfall Road spoke about her concern regarding the loss of property value if the proposed industrial solar project is built.

Sherry Pymmer of Walnut Township stated that Eastern Cottontail has submitted a pre-application to the Ohio Power Siting Board and spoke about the waivers that were submitted with the application.

Jerry Starner of Amanda Township spoke about the impact on property values if solar industrial projects are built and added that he moved from Violet Township due to the zoning in that township. He stated that he is not against solar power but believes it should be planned better. He asked the Commissioners to pass a resolution with solar industrial exclusionary zones.

**Special Meeting #22 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

Comments Against Industrial Solar Exclusionary Zones in Fairfield County

Toni Miller of Amanda stated she is representing her husband and brother-in-law and stated that people should understand that farming is a business, and that leasing to solar is a business decision.

Kris Keller of Sugar Grove spoke about accelerated development and stated that people should not be concerned about solar but rather rampant urban growth. He spoke about pressure to develop from the Intel project and other urban growth.

Nick Bundren spoke on behalf of the Ohio Liberty and Land Coalition and spoke about the importance of property rights. He asked the Commissioners to vote against the proposed resolution for solar industrial exclusionary zones and asked that they support property rights as provided in the U.S. Constitution.

Victoria Orchard of Minnesota stated she is with National Grid Renewables and spoke about the company's process for the construction of solar farms. She spoke about the leasing of land, the planning and construction of the project, and the company's process of maintaining the project.

Courtney Withner from National Grid Renewables in Minnesota spoke about noise and concerns with industrial solar projects. She stated that solar farms must be set back from the road and noise from an industrial solar farm is like that of a home dishwasher. She added that national Grid Renewables wishes to be a good neighbor to the community

Jane Harf of Granville stated she is a Community Coordinator with National Grid Renewables. She added that it is understandable that people are concerned about property values and that it is unfortunate that studies related to the effect of industrial solar on property values are empirical. She further added that the average decrease in home values is 1.5% - 1.7% and added that some studies show that the longer the project is in operation, the less the decrease in value. She also spoke about tax reductions in some communities due to solar farms.

Chris Snider of Somerset, a developer with National Grid Renewables stated that the company will work with the Fairfield County's Soil and Water department to develop a drainage map of the area and to eliminate tile damage. He added that they will work with adjacent neighbors regarding water flow and spoke about working on another project to resolve a run-off issue and damage to roads.

Aaron Steeley with Cypress Creek Renewables stated his group is new to the county and spoke about tax dollars generated and community support programs. He urged the Commissioners to vote no on the proposed resolution.

Comments Neither For or Against Industrial Solar Exclusionary Zones in Fairfield County

Selina McCord of Millersport thanked the Board of Commissioners for listening to the comments being made and added that solar materials are often from other countries, and that products produced in the U.S. should be sourced for all U.S. projects.

Scott Green of Lithopolis stated that the Commissioners represent residents of the county and not those outside the county.

William Goerge spoke about harmonic discord and voltage and frequency imbalances caused by solar projects.

**Special Meeting #22 - 2024
Fairfield County Commissioners' Office
May 21, 2024**

Commissioner Fix stated that he appreciated the thoughts and comments of everyone who provided a public comment. He further stated that it had been a long road to get to the point where a resolution could be on the agenda and that he felt the resolution was the correct thing to do based on the future of the county. He added that it was the most challenging subject he had encountered since becoming a public servant and that he looked forward to the vote.

Commissioner Levacy stated that he concurred with everything Commissioner Fix had stated and added that a great deal of time and energy had been spent to get to the following resolution.

Approval of a Resolution from the Fairfield County Board of Commissioners

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

2024-05.21.bb A Resolution to Approve the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

Abstaining: Steve Davis

Adjournment

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 11:18 a.m.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, May 28, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster

Motion by: Jeff Fix

Seconded by: Dave Levacy

that the May 21, 2024, Special Meeting minutes were approved by the following vote:

YEAS: Jeff Fix, Dave Levacy

NAYS: None

ABSTENTIONS: Steve Davis

*Approved on May 28, 2024

Dave Levacy
Commissioner

Jeff Fix
Commissioner

Steve Davis
Commissioner

Rochelle Menningen, Clerk

A Resolution Authorizing the Approval of Proclamations

WHEREAS, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people, organizations, and occasions; and

WHEREAS, the Commissioners have reviewed and approved the attached proclamations.

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

Section 1. That the Board of Commissioners approves the attached Proclamations of Recognition.

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Recognizing May as Supervised Visitation Awareness Month

WHEREAS, it is the pleasant responsibility of the Fairfield County Commissioners to recognize people, organizations, and occasions of outstanding achievement and significance; and

WHEREAS, children and their parents should have safe, quality time with one another even when there are underlying issues. The support we give children and families during times of crisis, creates trust and allows parental bonds to be formed; which is crucial to a child's well-being. Domestic violence, mental health issues, and substance abuse often prevent safe adult/child interactions; and

WHEREAS, strong families are the key to a promising future for everyone; and

WHEREAS, the mission of the Fairfield County Visitation Center is to provide supervised visitation and monitored exchanges for adults and children who have been affected by underlying issues. Through provision of a safe, secure, comfortable environment, family engagement and meaningful adult/child relationships are promoted; and

WHEREAS, during National Supervised Visitation Awareness month, we renew our commitment to children and families by providing a safe haven of support to break the cycle of violence and encourage healthy parent child relationships; and

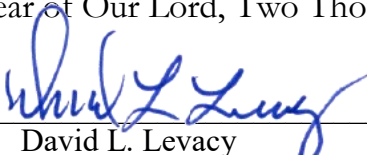
WHEREAS, information about Fairfield County Visitation Services can be found at: www.co.fairfield.oh.us/dr/FC-Visitation-Center.html

NOW THEREFORE, the Fairfield County Board of Commissioners, does hereby formally declare its respect and recognition of:


May as Supervised Visitation Awareness Month

We urge all Fairfield County residents to recognize that safe parenting time is vital and that continuing to foster these relationships is extremely important in our community.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 28th day of May in the Year of Our Lord, Two Thousand Twenty-Four.


David L. Levacy
Commissioner


Jeffrey M. Fix
Commissioner


Steven A. Davis
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing June 2024 as Elder Abuse Awareness Month

WHEREAS, the National Council on Aging (NCAO) estimates that 10% of Americans sixty years and older suffer from some form of physical, mental, and/or financial abuse each year; and

WHEREAS, the NCAO found that the annual loss by victims of elder financial abuse is estimated to be at least \$36.5 billion per year; and

WHEREAS, collaboration, awareness, and education in Fairfield County will assure older adults in our communities will live with dignity and free from harm and theft.; and

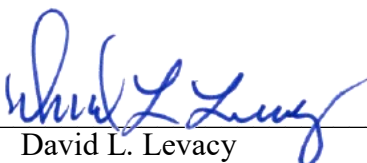
WHEREAS, Fairfield County Job & Family Services, Adult Protective Services will continue to work with other advocates and professionals to increase awareness and help fight elder abuse.

NOW THEREFORE, the Fairfield County Board of Commissioners does hereby formally declare June 2024 to be:

Elder Abuse Awareness Month

The Fairfield County Board of Commissioners urge all Fairfield County residents to recognize that our elders deserve to live with dignity and in safe and caring communities.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 28th Day of May in the year of Our Lord, Two Thousand Twenty-Four.



David L. Levacy
Commissioner



Jeffrey M. Fix
Commissioner



Steven A. Davis
Commissioner

Signature Page

Resolution No. 2024-05.28.a

A Resolution Authorizing the Approval of Proclamations

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving the reappointment of Mr. Matt Wideman to the Fairfield County District Library Board of Trustees.

WHEREAS, Mr. Matt Wideman was appointed to serve the unexpired term of Mr. Ronald Keaton on the Fairfield County District Library Board of Trustees; and

WHEREAS, the Board of Commissioners is authorized to appoint qualified individuals to serve on the Board and reappoint current members of the Board; and

WHEREAS, Mr. Wideman has expressed an interest and willingness to continue serving on the board and has requested to be reappointed to fill another seven-year term on the Board.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Mr. Matt Wideman to serve an additional seven-year term on the Fairfield County District Library Board of Trustees.

Section 2. That this appointment is effective June 1, 2024, expiring May 31, 2031.

Prepared by: Bennett Niceswanger
Cc: Fairfield County District Library



April 16, 2024

Fairfield County Commissioners
c/o Aunie Cordle, County Administrator
210 East Main Street
Lancaster, OH 43130

Dear Commissioners:

Effective June 2, 2020, Matt Wideman was appointed to the Fairfield County District Library Board of Trustees to serve the unexpired term after the death of Ronald Keaton. Mr. Wideman's term is due to expire on May 31, 2024 and he has indicated his willingness to continue with his duties on the Board.

Matt Wideman lives in Violet Township, Ohio. He received his Juris Doctorate from The Ohio State University and his Bachelor of Business Administration, Finance & Real Estate from the University of Cincinnati. Along with being the Executive Vice President at the Fairfield Federal Savings & Loan Association, he is a member of its Board of Directors. Prior to that role, he led the Association's lending department as a Vice President. As an attorney, he previously has served in the roles of Senior Attorney and Assistant Prosecutor for the City of Lancaster, Ohio, and served as a Judge Advocate and Captain in the Ohio Army National Guard. Mr. Wideman is a library user and an avid reader. He is married and has three young sons.

Mr. Wideman served the Library Board as Vice President and currently is serving as President and chair of the Finance & Audit committee.

On behalf of the Library Board of Trustees as well as Library Administration, I respectfully request the Commissioners consider reappointing Mr. Wideman to the Fairfield County District Library Board of Trustees for a seven year term.

Sincerely,

Becky Schaade
Library Director

BS/ly

Signature Page

Resolution No. 2024-05.28.b

A Resolution Approving the Reappointment of Mr. Matt Wideman to the Fairfield County District Library Board of Trustees

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

WHEREAS, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, Fairfield County Parks Fund# 7308, & Port Authority Fund # 7865 are all entitled to collect interest on the balance of their fund; and

WHEREAS, the Treasurer’s Office has balanced interest on all funds for the month of April 2024.

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

Section 1: That the Fairfield County Auditor reflect the following memo receipts:

72730800 436100	Parks Interest Income	\$295.35
71701247 436100	WIC Interest Income	\$55.06
71732153 436100	Bioterrorism Interest Income	\$202.11
81786520 436100	Port Authority Interest Income	\$0.26
	Total - Agency Funds	\$552.78

These amounts represent monies owed to the WIC grant, Bioterrorism grant funds, Fairfield County Parks fund, & Port Authority Fund for interest collected and deposited into the General Fund as denoted above.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the WIC grant, Bioterrorism grant fund, Fairfield County Parks fund, & Port Authority Fund for interest.

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 552.78

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740)652-7140

May 23, 2024

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main Street
Lancaster, OH 43130

Dear Staci,

The enclosed forms are interest allocation calculations for the Clean Ohio Agricultural Easement Program Fund, the CDBG Rehab Mortgage Refunds Fund, the the CDBG Project Income Fund, the Smith Escrow Trust Clean Ohio Agricultural Easement Fund, the RLF/CDBG Fund, and the RLF/D Fund.

APR 24

2591 CDBG Rehab Mortgage Refunds	\$58.72
2675 CDBG Project Income	\$2.91
7113 Prepayment Fund	\$0.01
2716 RLF/CDBG Fund	\$73.01
2717 RLF/D Fund	\$390.59
7308 Fairfield County Historical Parks	\$295.35
7012 WIC Grant	\$55.06
7321 Bioterrorism Grant	\$202.11
5376 Self Fund Health Care	\$5,308.71
7865 Fairfield Port Authority (Econ Dev)	\$0.26

Total **\$6,386.73**

Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

APR 24

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$59,230.50
End of Month Balance:	59,490.18
Average of Beginning and Ending Balance(A):	\$59,360.34
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.24
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.000196862
Amount to be Allocated to Fund:	\$58.72

APR 24

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,937.41
End of Month Balance:	\$2,950.29
Average of Beginning and Ending Balance(A):	\$2,943.85
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.24
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	9.76295E-06
Amount to be Allocated to Fund:	\$2.91

APR 24

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$0.00
End of Month Balance:	\$10.95
Average of Beginning and Ending Balance(A):	\$5.48
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	1.81572E-08
Amount to be Allocated to Fund:	\$0.01

APR 24

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$71,139.96
End of Month Balance:	\$76,475.89
Average of Beginning and Ending Balance(A):	\$73,807.93

All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44

Total Investment Income for the Month:	\$298,289.45
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(A) as a percent of (B):	0.000244776
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Amount to be Allocated to Fund:	\$73.01
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APR 24

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$390,110.04
End of Month Balance:	\$399,570.68
Average of Beginning and Ending Balance(A):	\$394,840.36
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.001309444
Amount to be Allocated to Fund:	\$390.59

APR 24

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$301,055.64
End of Month Balance:	\$296,076.19
Average of Beginning and Ending Balance(A):	\$298,565.92
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.000990161
Amount to be Allocated to Fund:	\$295.35

APR 24

WIC

Fund Number:	7012
Beginning Balance:	\$20,020.15
End of Month Balance:	91,307.00
Average of Beginning and Ending Balance(A):	\$55,663.58
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.000184602
Amount to be Allocated to Fund:	\$55.06

APR 24

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$206,378.22
End of Month Balance:	202,239.65
Average of Beginning and Ending Balance(A):	\$204,308.94
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.000677568
Amount to be Allocated to Fund:	\$202.11

APR 24

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,486,561.89
End of Month Balance:	5,246,298.65
Average of Beginning and Ending Balance(A):	\$5,366,430.27
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.24
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.017797171
Amount to be Allocated to Fund:	\$5,308.71

APR 24

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$272.27
End of Month Balance:	\$273.56
Average of Beginning and Ending Balance(A):	\$272.92
All County Funds Beginning Balance:	276,176,145.20
All County Funds Ending Balance:	358,537,811.91
Average of Beginning and Ending Balance, All County Funds(B):	\$317,356,978.56
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	8.59962E-07
Amount to be Allocated to Fund:	\$0.26

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

May 22, 2024

**Staci Knisley
Fairfield County Commissioners' Office
210 E. Main St.
Lancaster, OH 43110**

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for April 2024.

Respectfully,

**James N Bahnsen
Fairfield County Treasurer**

**ABK
Enclosures**

Apr-24

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
11.86	5461	Liberty Township Sewer	12546134	436100
141.25	5469	BR - Sewer VP Utility 99	12546933	436100
44.89	5533	Liberty Township Sewer Project	12553333	436100
210.81	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
1.34	5555	BR - Sewer consolidation Bond 03	12555533	436100
141.49	5470	BR - Water VP Utility 99	12547026	436100
116.03	5534	Tussing Rd. WTF Improvement	12553426	436100
42.09	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$709.76

APR 24

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$11,958.91
End of Month Balance:	12,011.33
Average of Beginning and Ending Balance(A):	\$11,985.12
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	3.97473E-05
Amount to be Allocated to Fund:	\$11.86

APR 24

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$6,771.90
End of Month Balance:	278,793.20
Average of Beginning and Ending Balance(A):	\$142,782.55

All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44

Total Investment Income for the Month:	\$298,289.45
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(A) as a percent of (B):	0.000473522
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Amount to be Allocated to Fund:	\$141.25
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APR 24

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$2,375.66
End of Month Balance:	88,386.08
Average of Beginning and Ending Balance(A):	\$45,380.87
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.000150501
Amount to be Allocated to Fund:	\$44.89

APR 24

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$10,582.38
End of Month Balance:	415,628.78
Average of Beginning and Ending Balance(A):	\$213,105.58

All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44

Total Investment Income for the Month:	\$298,289.45
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(A) as a percent of (B):	0.000706741
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Amount to be Allocated to Fund:	\$210.81
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APR 24

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,348.07
End of Month Balance:	1,353.98
Average of Beginning and Ending Balance(A):	\$1,351.03

All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.24

Total Investment Income for the Month:	\$298,289.45
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(A) as a percent of (B):	4.48052E-06
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Amount to be Allocated to Fund:	\$1.34
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APR 24

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$7,261.36
End of Month Balance:	278,793.20
Average of Beginning and Ending Balance(A):	\$143,027.28

All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44

Total Investment Income for the Month:	\$298,289.45
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(A) as a percent of (B):	0.000474334
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Amount to be Allocated to Fund:	\$141.49
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APR 24

TUSSING RD WTF IMP

Fund Number: 5534
Beginning Balance: \$5,782.18
End of Month Balance: 228,807.53
Average of Beginning and Ending Balance(A): \$117,294.86

All County Funds Beginning Balance: 331,063,228.70
All County Funds Ending Balance: 272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B): \$301,532,778.44

Total Investment Income for the Month: \$298,289.45

(A) as a percent of (B): 0.000388995

Amount to be Allocated to Fund: \$116.03

APR 24

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$42,482.29
End of Month Balance:	42,619.92
Average of Beginning and Ending Balance(A):	\$42,551.11
All County Funds Beginning Balance:	331,063,228.70
All County Funds Ending Balance:	272,002,328.17
Average of Beginning and Ending Balance, All County Funds(B):	\$301,532,778.44
Total Investment Income for the Month:	\$298,289.45
(A) as a percent of (B):	0.000141116
Amount to be Allocated to Fund:	\$42.09

DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **April 30, 2024**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

		TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: April 29, 2024		76,451.58	272,802,329.51	272,878,781.09
Pay-Ins		283,199.13		283,199.13
Vendor's Licenses	LICVEN	0.00		0.00
Manuf. Home (MH-OH)	7116	0.00		0.00
Manuf Home (MH-EQ)	7504	292.90		292.90
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	63,861.08		63,861.08
Escrow Prepayment	7113	0.00		0.00
Undivided Estate Tax	7115	400.00		400.00
Prepay Overage	7787	2,708.69		2,708.69
		0.00		0.00
Tax Refund	7109RF	961.01		961.01
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	0.00		0.00
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total	351,422.81			
Investments:	Total from Chart 2 b	0.00		0.00
Misc.	Total from Chart 2 a	286.57		286.57
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	547,358.57		547,358.57
		0.00		0.00
		0.00		0.00
Checks from Depository (schedule E)		680,517.16		680,517.16
Deposited with:				
Banks (schedule D)			103,426.01	103,426.01
ACH & Wire Total (schedule B)			195,804.36	195,804.36
Investment:	Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)		1,579,585.11	299,230.37	1,878,815.48
TOTALS INCLUDING BALANCE		1,656,036.69	273,101,559.88	274,757,596.57
Disbursement:				
*	Wire & ACH Debits (schedule F)	547,358.57		547,358.57
				0.00
General Warrants (Fairfield Nat'l Bank)		680,517.16		680,517.16
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		299,230.37		299,230.37
Checked from Depository				
Banks (Schedule E)			680,517.16	680,517.16
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		0.00	0.00
*	Total from Chart 2 a		286.57	286.57
Wires & ACH Debits (schedule F)			547,358.57	547,358.57
TOTAL		1,527,106.10	1,228,162.30	2,755,268.40
Balance at Close of Business Above Date		128,930.59	271,873,397.58	272,002,328.17

TREASURY	128,930.59
LEDGER	4,111,299.02
ICS	0.00
INVESTMENTS	267,762,098.56
sub total	272,002,328.17
FORM 6	272,002,328.17
	0.00

Drawer	693.43
Safe	11,744.00
PNP	12,230.07
Checks	104,263.09
Total Treasury	128,930.59

Treasurer's Office, Fairfield County, Ohio
Lancaster, Ohio April 30, 2024

To the County Auditor:

IT IS HEREBY CERTIFIED, that the foregoing is a true and correct STATEMENT of the Financial Transactions of the County.

30TH day of April

2024, also the balance in the treasury and depositories at the close of business on said day.

James N. Balmain
Jennifer E. Dineen

County Treasurer

Fiscal Specialist

Interest Report Fairfield County April 2024

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
April 3, 2024	\$21,794.07	GENERAL	10 436100	DEPINVINT FNB SWEEP INT
April 3, 2024	\$122,261.46	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
April 5, 2024	\$100,453.95	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
April 5, 2024	\$5,700.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
April 17, 2024	\$10,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
April 23, 2024	\$36,968.72	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
April 29, 2024	\$1,111.25	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM:
 \$298,289.45 ✓

Signature Page

Resolution No. 2024-05.28.c

A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing to appropriate from unappropriated into a major expenditure categories to the General Fund# 1001, fund to fund transfers, and Memo Transactions from General Fund# 1001 to the Basil Western 629 Fund & TID Fund# 7790

WHEREAS, the Board of Commissioners desire to fund the Basil Western project; and

WHEREAS, appropriations for a cash transfer, memo transactions, and appropriate from unappropriated transactions are necessary for these projects.

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

Section 1. Request that the Fairfield County Commissioners appropriate from unappropriated funds to the following major expense category for contractual services & transfers:

\$ 425,000 12100149 transfers
\$ 98,784 12100110 transfers

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of transfers and requests that the Fairfield County Auditor accomplish the memo expense transaction as if a regular County Auditor warrant.

Memo expenditure

Vendor: Fairfield County TID
Amount: \$425,000
GL# 12100149 700120 P#T0001

Section 3. : That the Fairfield County Auditor reflect the following:

Memo receipt

\$425,000 75779001 433000 P#T0001

Section 4. That the transfer of funds in the amount of \$ 98,784 hereby authorized as follows:

From: 12100110 700015 Misc. Grant Transfer match
To: 12390300 439100 P# T0001 Basil Western 629 transfer in

For Auditor's Office Use Only:

Section 1. Please update the expenditure line items in the following accounts:

\$ 425,000	12100149	700120	P#T0001	TID allocation transfer
\$ 98,784	12100110	700015		grant match transfer


Knisley, Staci A

From: Cordle, Aundrea N
Sent: Monday, May 20, 2024 9:52 AM
To: Knisley, Staci A
Subject: FW: [E] FW: 629 Grant and Reimbursement Questions

Please attach this as supporting documentation for the financial resolution.

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



From: Brown, Carri <carri.brown@fairfieldcountyohio.gov>
Sent: Friday, May 17, 2024 4:47 PM
To: Noland, Mitch A <mitch.noland@fairfieldcountyohio.gov>; Upp, Jeremiah David <jeremiah.upp@fairfieldcountyohio.gov>; Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>; Hoskinson, Beverly A <beverly.hoskinson@fairfieldcountyohio.gov>; Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>; Hampson, Bart A <bart.hampson@fairfieldcountyohio.gov>; Szabrak, Richard M (Rick) <rick.szabrak@fairfieldcountyohio.gov>; Iachini, Anthony M <anthony.iachini@fairfieldcountyohio.gov>
Cc: Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>
Subject: RE: [E] FW: 629 Grant and Reimbursement Questions

Thanks for the additional information. It is helpful.

Grantors typically want assurance that the project will be completed and seek commitments relating to Project costs in excess of grant funds.

If the grantor is *not* seeking assurance about obtaining additional funds *or* a binding commitment for Project costs in excess of grant funds, that is very good to know.

The words below (from the representative of the Grantor) imply they only want representation or warranting about portions being requested for reimbursement, as opposed to the Project costs in excess of grant funds.

I recommend we retain this email chain.



Carri L. Brown, PhD, MBA, CGFM
Fairfield County Auditor

 (740) 652-7096  (740) 777-8552

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

 carri.brown@fairfieldcountyohio.gov



From: Noland, Mitch A <mitch.noland@fairfieldcountyohio.gov>

Sent: Friday, May 17, 2024 3:08 PM

To: Upp, Jeremiah David <jeremiah.upp@fairfieldcountyohio.gov>; Brown, Carri <carri.brown@fairfieldcountyohio.gov>; Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>; Hoskinson, Beverly A <beverly.hoskinson@fairfieldcountyohio.gov>; Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>; Hampson, Bart A <bart.hampson@fairfieldcountyohio.gov>; Szabrak, Richard M (Rick) <rick.szabrak@fairfieldcountyohio.gov>; Iachini, Anthony M <anthony.iachini@fairfieldcountyohio.gov>

Cc: Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>

Subject: FW: [E] FW: 629 Grant and Reimbursement Questions

All,

Sorry for the delay in getting this to you all, but I have been tied up with some contentious issues on Amanda Northern Road and dealing with the DHL development (Pepper Construction, Miller Brothers Construction, Violet Township Representatives, and many more). It has consumed much of my time recently.

Below you will find responses to some questions that I posed to Michelle Raines with the Department of Development as it relates to the "binding commitment" verbiage that has been discussed over the past several months and most recently the past several weeks. Anyway, from my understanding and based on Michelle's responses below we should be able to submit for reimbursement for *eligible engineering costs* associated with this grant.

Thank You,
Mitch Noland P.E., S.I.
Deputy Engineer
740-652-2373

From: Michelle.Raines@development.ohio.gov <Michelle.Raines@development.ohio.gov>

Sent: Wednesday, May 15, 2024 9:29 AM

To: Noland, Mitch A <mitch.noland@fairfieldcountyohio.gov>

Subject: [E] FW: 629 Grant and Reimbursement Questions

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 Mitch,

In reference to the following language in Section 1(b):

*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.*

The key language is the “or” that I have highlighted in red. When the county submits documentation for reimbursement, Development needs documentation that the costs have been both incurred and paid by the county. The proof of payment by the county also serves as proof to Development that the county has “obtained such additional funds” to cover the remaining 50% of costs; therefore, we do not also need proof of a binding commitment.

The final line of 1(b) is just stating that Development will not pay the costs up front; the county must show that the costs documented in a reimbursement request were paid in full before submitting the request. The frequency of the reimbursement requests is entirely up to the county. Some grantees submit a request with each invoice they receive, some submit quarterly, and some wait until the entire project is completed.

As for your second question, the effective date is 4/24/2023, which is the date the funding was approved by the State Controlling Board. Grant-eligible costs incurred on or after 4/24/23 can be submitted for reimbursement.

Best Regards,



Michelle Raines

Business Incentives Administrator, Office of Strategic Investments

77 South High Street
Columbus, Ohio 43215

Michelle.Raines@development.ohio.gov

Empowering Communities to Succeed

Email to and from the Ohio Department of Development is open to public inspection under Ohio's public record law. Unless a legal exemption applies, this message and any response to it will be released if requested.

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

From: Noland, Mitch A <mitch.noland@fairfieldcountyohio.gov>

Sent: Thursday, May 9, 2024 10:05 AM

To: Raines, Michelle <Michelle.Raines@development.ohio.gov>

Subject: 629 Grant and Reimbursement Questions

Michelle,

We have been having some internal discussions here within the county. I need some clarification from you on a few things.

We have been working through the engineering part of this project, but we have not submitted any requests for reimbursement yet. There has been much discussion internally about the “Availability of Other Funds”.

First Question:

The county commissioners have appropriated \$197,568 for the engineering portion of the eligible roadway project costs. Please see the attached resolution. They HAVE NOT appropriated the remaining “other funding”. The grant talks about a binding commitment. What is that? Does it actually need to be an appropriation? To me that seems

excessive. What would be the minimum requirement of a “binding commitment”? I’m not sure what other communities have done when they received this sort of funding. Maybe you have an example of what they have had to submit to the DOD for “availability of other funds”.

Second Question:

We received invoices from our engineering consultant prior to the passage of the Commissioner Resolution 2024-02-20.a. Is there any issue from DOD’s perspective that wouldn’t allow the County to submit for reimbursement, even if the invoices that we paid were prior to February 20th (the commissioners resolution date)? Please note that the grant agreement was signed by the DOD 6-21-23. The engineering consultant was not contracted until September 19, 2023. The first invoice was received in late November 2023.

Thanks,
Mitch Noland P.E., S.I.
Deputy Engineer
740-652-2373

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Signature Page

Resolution No. 2024-05.28.d

A Resolution Authorizing to appropriate from unappropriated into a major expenditure category to the General Fund# 1001, Fund-to-Fund Transfers, and Memo Transactions from General Fund #1001 to the Basil Western 629 Fund & TID Fund #7790

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-05.28.e
A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for a renewal of an existing mental health services levy for the November 5, 2024, general election on behalf of the Fairfield County ADAMH Board.

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of Fairfield County;

WHEREAS, the Fairfield County Board of Commissioners is the taxing authority for the Fairfield County Alcohol, Drug Addiction, and Mental Health Board (Fairfield County ADAMH Board);

WHEREAS, there is currently a levy being collected for the Fairfield County ADAMH Board in excess of the ten-mill limitation by levies on the current tax duplicate, the term of which is for ten (10) years, as passed in November 4, 2014 for the purpose of providing counseling and supportive services for children and adults by the Fairfield County ADAMH Board, pursuant to R.C. 5705.221;

WHEREAS, the Fairfield County ADAMH Board met on May 21, 2024, at a special meeting and passed Resolution No. 3.02 to request the Fairfield County Board of Commissioners to place the renewal of the 0.75 mills levy on the November 5, 2024, ballot;

WHEREAS, the Fairfield County Board of Commissioners has determined that it is necessary to levy a tax in excess of such a limitation for the requirements to continue to provide counseling and supportive services to the children and adults by the Fairfield County ADAMH Board ("levy") as provided under R.C. 5705.221;

WHEREAS, the Fairfield County Board of Commissioners has determined that the existing tax levy of 0.75 mills last assessed in 2024, last collected in 2025 is insufficient to meet the needs, as outlined under R.C. 5705.221, of Fairfield County residents;

WHEREAS, the Fairfield County Board of Commissioners has determined that said levy shall be a renewal levy at a rate not exceeding 0.75 mills for each one dollar (\$1.00) of valuation.

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

2024-05-28.e

Section 1. That the Board determines that amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide the described counseling and support services for the children and adults of Fairfield County, Ohio, as serviced by the Fairfield County ADAMH Board, pursuant to R.C. 5705.19 and 5705.221.

Section 2. That the Board makes the following statements in accordance with R.C. 5705.03(B)(1) and R.C. 5705.221;

- a. The proposed rate of tax is 0.75 mills per one dollar (\$1.00) of valuation which would generate \$13 per \$100,000 of the county auditor's appraised value;
- b. The purpose of the tax will be for the benefit of Fairfield County to provide counseling and supportive services for children and adults in the Fairfield County ADAMH service district;
- c. The tax is a renewal of an existing tax;
- d. The tax is authorized by R.C. 5705.221(A);
- e. The term of the tax shall be for (10) years;
- f. The tax is to be levied upon the entire territory of Fairfield County;
- g. The date of the election at which the question of the tax shall appear on the ballot is November 5, 2024;
- h. That the ballot measure shall be submitted to the entire territory of Fairfield County;
- i. The tax will first be levied in tax year 2025, and the tax will first be collected in calendar year 2026;
- j. Fairfield County has territory solely in Fairfield County.

Section 3. That the Fairfield County Board of Commissioners hereby certify to the Fairfield County Auditor this resolution and requests that the Fairfield County Auditor certify to the Fairfield County Commissioners that the total current tax valuation of Fairfield County, Ohio and the dollar amount of revenue that would be generated by the above-specified number of mills and that such certificate thereafter be provided to the Fairfield County Commissioners in accordance with Ohio Rev. Code 5705.03(B)(2)

Section 4. That the Clerk of the Commissioners or her designee is directed to certify a copy of this resolution and deliver it to the Fairfield County Auditor.

cc: Fairfield County ADAMH Board

A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of Fairfield County and further requesting the Fairfield County Board of Commissioner to place a renewal levy on the November 5, 2024, general election ballot

WHEREAS, there is currently a levy being collected for the Fairfield County Alcohol, Drug Addiction, and Mental Health Board (Fairfield County ADAMH Board) in excess of the ten-mill limitation, the term of said levy is for ten (10) years, as passed in November 4, 2014 for the purpose of providing counseling and supportive services for the children and adults of Fairfield County by the Fairfield County ADAMH Board;

WHEREAS, the existing tax levy of 0.75 mills due to expire in 2024, last collected in 2025, is insufficient to meet the mental health and addiction services needs of Fairfield County residents;

WHEREAS, pursuant to R.C. 5705.221(A), the Fairfield County Board of Commissioners is authorized to declare by resolution and certify to the Fairfield County Board of Elections that it is necessary to levy a tax outside of the ten-mill limitation to provide the necessary requirements of the county's alcohol, drug addiction, and mental health service district established pursuant to Chapter 340 of the Revised Code;

WHEREAS, the Fairfield County ADAMH Board is requesting that the Fairfield County Board of County Commissioners seek a renewal the 0.75 mills levy for an additional ten (10) year term on the November 5, 2024, ballot, in order to continue this essential funding of the ADAMH Board's services for the benefit of Fairfield County residents.

NOW THEREFORE, BE IT RESOLVED BY THE MAJORITY VOTE OF THE FAIRFIELD COUNTY ADAMH BOARD:

Section 1. The Fairfield County ADAMH Board declares that the amount of taxes which may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide counseling and supportive services for children and adults in the Fairfield County service district and that it is necessary to levy a tax in excess of such limitation for expenses of the Fairfield County ADAMH Board per R.C. sections 5705.19 and 5705.221.

Section 2. That the Fairfield County ADAMH Board makes the following statements in accordance with R.C. 5705.03(B)(1) to notify the Fairfield County Board of Commissioners accordingly:

- a. The proposed rate of tax is 0.75 mills per one dollar (\$1.00) of valuation which would generate \$13 per \$100,000 of the county auditor's appraised value;
- b. The purpose of the tax will be for the benefit of Fairfield County to provide counseling and supportive services for children and adults in the Fairfield County ADAMH service district;
- c. The tax is a renewal of an existing tax;
- d. The tax is authorized by R.C. 5705.221(A);
- e. The term of the tax shall be for (10) years;
- f. The tax is to be levied upon the entire territory of Fairfield County;
- g. The date of the election at which the question of the tax shall appear on the ballot is November 5, 2024;
- h. That the ballot measure shall be submitted to the entire territory of Fairfield County;
- i. The tax will first be levied in tax year 2025, and the tax will first be collected in calendar year 2026;
- j. Fairfield County Board ADAMH Board has territory solely in Fairfield County, Ohio.

Section 4. The Fairfield County ADAMH Board is hereby requesting that the Fairfield County Board of County Commissioners pass all resolutions necessary, request the certificate of estimated tax revenue from the Fairfield County Auditor, and certify the same to the Fairfield County Board of Elections as provided under R.C. 5705.221, 5705.19, 5705.03, and 5705.25, no later than 4:00 p.m. on August 7, 2024 in order for the renewal levy to be placed on the ballot for the November 5, 2024, general election.

Section 5. That the Fairfield County ADAMH Board Fiscal Officer or Designee is hereby directed to certify a copy of this resolution and deliver the same to the Fairfield County Board of Commissioners.


Motion by Joe Bizjak seconded by Laura Coholich

The resolution be adopted this May 21, 2024 (insert date) was carried by the following vote:

YEAS: 10 NAYS: 0

ABSTENTIONS: 0


ADAMH Board Member


ADAMH Board Member


ADAMH Board Member


ADAMH Board Member


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ADAMH Board Member

ADAMH Board Member

This resolution represents a complete and accurate statement as to the actions taken by the Fairfield County ADAMH Board.

Attest: Dhanda Wylie
Fiscal Officer

Prosecutor's Approval Page

Resolution No.

A Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation for a Renewal of an Existing Mental Health Services Levy for the November 5, 2024, General Election on Behalf of the Fairfield County ADAMH Board

(Fairfield County ADAMH Board)

Approved as to form on 5/22/2024 4:54:49 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.e

A Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation for a Renewal of an Existing Mental Health Services Levy for the November 5, 2024, General Election on Behalf of the Fairfield County ADAMH Board

(Fairfield County ADAMH Board)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2852, Target Community Alt to Prison

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 in order to spend remaining grant funds.

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 \$31,877.68 is hereby authorized as follows:

From:	12285202 Personal Services	\$17,041.57
From:	12285202 Fringe Benefits	\$14,836.11
To:	12285202 Contractual Services	\$31,877.68

Prepared by: Brian Wolfe
cc:

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2852, Target Community Alt to Prison

For Auditor’s Office Use Only:

FROM:	12285202 511010	Salary, Employees	\$16,963.64
	12285202 513000	OT, Overtime	\$77.93
	12285202 521000	Health Insurance	\$8,574.73
	12285202 521025	HLTH INS – EAP	\$16.88
	12285202 521100	Life Insurance	\$23.16
	12285202 522000	Medicare	\$486.92
	12285202 523000	Retirement-PERS	\$4,934.42
	12285202 526000	Workers Comp	\$800.00
TO:	12285202 550220	Drug Testing	\$31,877.68

Signature Page

Resolution No. 2024-05.28.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 2852, Target Community Alt to Prison

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing an account to account transfer for EMA Fund 2890 (Subfund 8324) Hazardous Materials Emergency Planning and 2091 Local Emergency Planning Committee Funds [EMA]

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account to account transfer will allow for 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 \$78.82. is hereby authorized as follows:

FROM: 12289023 Fringe Benefits
TO: 12289023 Personal Services

Section 2. That the transfer of appropriations in the amount of \$19.70. is hereby authorized as follows:

FROM: 12209100 Fringe Benefits
TO: 12209100 Personal Services

Section 3. That the transfer of appropriations in the amount of \$14.99. is hereby authorized as follows:

FROM: 12209100 Fringe Benefits
TO: 12209100 Contract Services

Prepared by: Christy Noland
cc: EMA

A resolution authorizing an account to account transfer for EMA Fund 2890 (Subfund 8324) Hazardous Materials Emergency Planning and 2091 Local Emergency Planning Committee Funds [EMA]

For Auditor's Office Use Only:

\$78.82

FROM: 12289023 522000 G0005 Medicare -\$69.85
12289023 523000 G0005 OPERS -\$8.97
TO: 12289023 511010 G0005 Salary \$78.82

\$19.70

FROM: 12209100 523000 OPERS -\$19.70
TO: 12209100 511010 Salary +\$19.70

\$14.99

FROM: 12209100 522000 Medicare -\$7.47
12209100 523000 OPERS -\$7.52
TO: 12209100 530000 Contract Services +\$14.99

Signature Page

Resolution No. 2024-05.28.g

A Resolution Authorizing an Account-to-Account Transfer for EMA Fund #2890, Sub Fund #8324, Hazardous Materials Emergency Planning, and 2091 Local Emergency Planning Committee Funds

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-32 Bridge Replacement Project.

WHEREAS, the Fairfield County Engineer is recommending that this Board of Commissioners hire Michael Baker International, Inc.; 250 West Street; Suite 420; Columbus, Ohio 43215, to provide engineering services for the PLE-32 Bridge Replacement Project, as directed by the Fairfield County Engineer's Office for the stated fees and per the terms in the attached Agreement.

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

SECTION 1: that this Board of Commissioners resolves to approve and sign the Agreement with Michael Baker International, Inc. to provide engineering services for the PLE-32 Bridge Replacement Project for the Fairfield County Engineer, for the stated fees and per the terms of the attached Agreement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

AGREEMENT

Fairfield County Commissioner's and Michael Baker International, Inc.

This **AGREEMENT** entered into at Lancaster, Ohio on this 15th day of May, 2024 by and between the County of Fairfield, State of Ohio, acting through the County Engineer, hereinafter referred to as COUNTY, and Michael Baker International, Inc., duly licensed and existing under the laws of the State of Ohio for the practice of engineering services, hereinafter, referred to as CONSULTANT, with an office located at 250 West Street, Suite 420, Columbus, Ohio 43215.

PROJECT OVERVIEW

Project: PLE-32 Bridge Replacement Project

Project Manager: Bill Maravy, P.E.

Project Completion Date: September 30, 2024

Project Description: Replace existing bridge on existing roadway alignment and improve approaches.

SCOPE OF SERVICES

The CONSULTANT agrees to provide engineering services for the above-mentioned project, which includes the following:

SEE "ATTACHMENT A"- Scope of Services submitted by Consultant to County, "ATTACHMENT C"- Scope of Services submitted by County to Consultant.

Fairfield County is responsible for all geotechnical, survey, environmental, and hydraulic information. Michael Baker is entitled to rely on that information.

COMPENSATION

The COUNTY agrees to compensate the consultant for the performance of the work as specified in the SCOPE OF SERVICES section of this agreement, as follows:

Lump Sum Fee of \$37,316.00, Additional Fees for "Additional If Authorized Services" as shown on "ATTACHMENT B"

PROJECT PROGRESSION

The CONSULTANT shall submit monthly progress reports in the form and content acceptable to the COUNTY. No payment will be processed without a monthly progress report. If the progress report reveals that the project is NOT progressing satisfactorily or if invoicing is not commensurate with the progression of work, then payment to the CONSULTANT on this agreement will be SUSPENDED. At no such time shall this be cause for the CONSULTANT to stop work on the project. In the event suspension of payment is invoked, the CONSULTANT shall then supply to the COUNTY the reason(s) for unsatisfactory performance.

Should the reason(s) for unsatisfactory progression of the work be deemed by the COUNTY to be beyond the control of the CONSULTANT or be deemed by the COUNTY to have been unforeseen at the time the project was awarded, documentation detailing a Change in Scope will be drafted in which the CONSULTANT must thoroughly explain and justify the remaining items of work needed to complete the project. In the event of a Project Overrun, the CONSULTANT shall identify and justify all additional costs above the original estimated cost required to finish the project. Once explanations and justifications of the reasons for unsatisfactory progression of work and/or additional costs have been reviewed and accepted by the COUNTY, then an ADDENDUM shall be made to this AGREEMENT to complete the project on the time frame and fee acceptable to both the COUNTY and the CONSULTANT.

Should the reason(s) for the unsatisfactory progression of the work be deemed by the COUNTY to be in FULL control of the CONSULTANT, then the CONSULTANT is bound by this AGREEMENT to complete the work described for the sum set forth in a time frame acceptable to the COUNTY.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, COUNTY and CONSULTANT (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this AGREEMENT or the project, and (2) agree that CONSULTANT's total liability to COUNTY under this AGREEMENT shall be limited to \$50,000 or the total amount of compensation received by CONSULTANT, whichever is greater, notwithstanding applicable insurance coverage.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid his compensation for services performed to termination date including reimbursable expenses then due and all terminal expenses. On termination, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement whether completed or in process must be delivered to and become property of the COUNTY.

The date of the CONSULTANT's endorsement shall serve as notice of authorization to proceed.

The undersigned, having full knowledge of the site, preliminary plans and specifications for the proposed Project and the conditions of this proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the work described in the Scope of Services by the completion date specified above and to accept the price specified above as full compensation for the work described in this request for proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on this 15th day of May, 2024.

FAIRFIELD COUNTY COMMISSIONERS

COMPANY/CONSULTANT AGREEMENT

-

By: 

Title: Vice President/Office Executive

Witness

ATTACHMENTS

The following items are to be considered a part of this contract: "Attachment A", "Attachment B", "Attachment C"

ATTACHMENT A
Scope of Services submitted by Consultant to County

Project Scope

PLE-32 over Pleasant Run
Bridge Replacement Project
Cost Proposal for Engineering Services

CONSULTANT: Michael Baker International

DATE: 05/15/2024

Prepared for



PLE-32 Structure File No. 2334321

Task - Description

Scope

PLE-32

32.2 Establish Centerline

Design hours necessary to establish best-fit existing centerline horizontal and vertical alignments. The horizontal and vertical tolerance shall be 0.50 feet and 0.25 feet from the existing centerline, respectively, and subject to the FCEO's approval. All tie-in points shall maintain a 0.05-foot vertical tolerance.

32.4 Headwalls / Foreslope Walls

Design hours for headwalls and foreslope walls at each culvert end including HL-93 Live Loading per AASHTO LRFD, ODOT, and FCEO standards.

32.6 Drainage Design

Design hours to ensure adequate drainage is provided for the project site, including drainage structures, as necessary.

32.7 Supplemental Profiles

Design hours to provide all driveway and drainage structure profiles, including all applicable utilities.

32.9 Construction Plans

In addition to the simplified R/W Plan, construction plans shall be provided including...
(1) Title Sheet, (1) Typical Sections, (2) General Notes, (1) General Summary, (1) Subsummary and Calculations, (1) Plan and Profile, (3) Cross Sections, (1) Site Plan, (1) Structural General Notes and Quantities, (2) Culvert Details, (1) Reinforcement List

32.11 Cost Estimates

Each submittal will include a cost estimate (two estimates total). Unit rates will be based upon FCEO, ODOT, and recent project experience.

32.12 Management

Includes project management, meetings, accounting, and client contacts.

ATTACHMENT B
Compensation

BREAKDOWN OF DIRECT LABOR

Prepared for



PLE-32 Structure File No. 2334321

PLE-32 over Pleasant Run
 Bridge Replacement Project
 Cost Proposal for Engineering Services

CONSULTANT: Michael Baker International

DATE: 05/15/2024

	Project Executive	Project Manager	Project Engineer	Staff Engineer	Admin.	Total Hours	Labor Costs
Task - Description	\$91.00	\$69.00	\$59.00	\$37.14	\$28.00		
PLE-32							
32.2 Establish Centerline	0	2	4	8	0	14	\$671
32.4 Headwalls / Foreslope Walls	1	4	14	24	0	43	\$2,084
32.6 Drainage Design	0	2	8	23	0	33	\$1,464
32.7 Supplemental Profiles	0	2	8	16	0	26	\$1,204
32.9 Construction Plans	2	12	36	90	0	140	\$6,477
32.11 Cost Estimates	1	3	6	12	0	22	\$1,098
32.12 Management	1	3	0	0	0	4	\$298
PLE-32 Subtotal	5	28	76	173	0	282	\$13,296

Notes

Estimate of hours based on a combination of recent experience and the ODOT Volume 4 Consultant Fee Estimating Guide.
 Two submittals are anticipated for this project including Detailed Plans without quantities and Final Plans including quantities.
 Hours do not include additional submittals beyond compliance requirements.
 A separate set of plans will be provided for each culvert, per Structure File Number.
 All design procedures will be based upon FCEO, ODOT, and LRFD requirements, unless noted otherwise.
 Basis of scope is defined by "Attachment C, Project Scope of Services" as provided by FCEO.
 All work will be performed based on the following information provided by FCEO...
 a.) Survey, b.) borings and soil analysis, c.) hydraulic study, d.) resolved property lines and set R/W monumentation.
 The bridges will be replaced using a full closure. No detour map will be provided.
 This estimate assumes a reduced hourly demand for the second structure due to redundancy of details.

PROPOSAL COST SUMMARY

Prepared for

**PLE-32 over Pleasant Run
Bridge Replacement Project
Cost Proposal for Engineering Services**



CONSULTANT: Michael Baker International

Overhead Percentage = **157.25%** ODOT Avg. Baker Rate
 Net Fee Percentage = **152.35%**
 Cost of Money = **11.00%**
 Cost of Money = **0.00%**

DATE: 05/15/2024

Task - Description	Hourly Rate	Total Hours	Labor Costs	Overhead Cost	Cost of Money	Direct Costs	Subcon. Costs	Net Fee	Total Cost
PLE-32									
32.2 Establish Centerline	47.94	14	\$671	\$1,022	\$0	\$0	\$0	\$190	\$1,883
32.4 Headwalls / Foreslope Walls	48.47	43	\$2,084	\$3,176	\$0	\$0	\$0	\$590	\$5,850
32.6 Drainage Design	44.37	33	\$1,464	\$2,231	\$0	\$0	\$0	\$414	\$4,109
32.7 Supplemental Profiles	46.32	26	\$1,204	\$1,835	\$0	\$0	\$0	\$341	\$3,380
32.9 Construction Plans	46.26	140	\$6,477	\$9,867	\$0	\$0	\$0	\$1,833	\$18,176
32.11 Cost Estimates	49.89	22	\$1,098	\$1,672	\$0	\$0	\$0	\$311	\$3,081
32.12 Management	74.50	4	\$298	\$454	\$0	\$0	\$0	\$84	\$836
PLE-32 Subtotal		282	\$13,296	\$20,257	\$0	\$0	\$0	\$3,762	\$37,316

SCHEDULE

	NTP	Detail Design	Client Review	Final Design	Client Review	Project Completion
Duration (Calendar Days)		60	30	45	30	14
Date	6/3/2024	8/2/2024	9/1/2024	10/16/2024	11/15/2024	11/29/2024

ATTACHMENT C
Scope of Services submitted by County to Consultant

ATTACHMENT C

PROJECT SCOPE OF SERVICES

Project Name: PLE-32, T0427-1.272, Old Millersport Road / PLE-33, T0422-1.419, Old Mill Road over Pleasant Run Bridge Replacement Project

Project Description: Replace existing bridge and improve bridge approaches.

Approximate Project Limits:

Along the existing centerline of road: Approximately 300 feet before the existing bridge to 300 feet after the existing bridge.

Left of existing centerline of road: 50 feet

Right of existing centerline of road: 50 feet

General Scope of Services:

1. All Survey provided by FCEO.
2. Establish a best-fit existing centerline of road establishing existing horizontal and vertical alignments. The best-fit existing centerline shall be within a horizontal tolerance of 0.50' and a vertical tolerance of 0.25' of the actual existing centerline or as otherwise approved by the Fairfield County Engineer's Office (FCEO). The best-fit existing centerline shall be within a vertical tolerance of 0.05' of the actual existing centerline at any tie-in points between the proposed new construction and existing.
3. Obtain 2 soil borings, 1 at each existing abutment, and have a soil analysis prepared for the proposed bridge structure. Provided by FCEO
4. Design cast in-place headwall and fore slope wall for the HL-93 loading per current AASHTO LRFD, ODOT and FCEO standards.
5. Perform a hydraulic study and provide a hydraulic report per ODOT and FCEO standards for the Bridge. Provided by FCEO including Concrete Box size.
6. Ensure adequate drainage, design any needed drainage structures, and perform any necessary hydraulic analysis.
7. Show profiles of all driveways and drainage structures. Show all existing utilities.
8. Bridge to be closed during construction and MOT will be detour. No detour Map needed.
9. Provide construction drawings per FCEO standards. FCEO will provide sample plans for design sheets and simplified R/W plans.
10. Provide simplified R/W plan and legal descriptions for all needed right-of-way takes per FCEO standards. FCEO
11. At a minimum the plans shall be submitted to the county for review and comments at the following stages: Line Grade and Typical, Final Plans without quantities and Final Plans. Provide Construction Estimate for each Stage.

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 # **24004671 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

Revisions: 000

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MICHAEL BAKER INTERNATIONAL,
INC.
100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108

**S
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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
216-776-6629		5057		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/16/2024	15929			ENGINEER-ADMIN
NOTES				

PO Requisitioner Name : Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

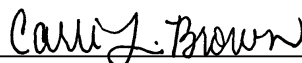
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CONSULTANT FOR ENGINEERING SERVICES FOR PLE-32 BRIDGE REPLACEMENT PROJECT GL Account: 16202405 - 530020	1.0	EACH	\$37,316.00	\$37,316.00
				\$37,316.00	
GL SUMMARY					
	16202405 - 530020			\$37,316.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$37,316.00 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: 05/16/2024



Auditor Fairfield County, OH

Purchase Order Total \$37,316.00

249

5/28/2024

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

PLE-32 Michael Baker Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-32 Bridge Replacement Project.

(Fairfield County Engineer)

Approved as to form on 5/21/2024 10:51:14 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.h

A Resolution to Approve an Agreement Between Fairfield County and Michael Baker International, Inc. for the PLE-32 Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-33 Bridge Replacement Project.

WHEREAS, the Fairfield County Engineer is recommending that this Board of Commissioners hire Michael Baker International, Inc.; 250 West Street; Suite 420; Columbus, Ohio 43215, to provide engineering services for the PLE-33 Bridge Replacement Project, as directed by the Fairfield County Engineer's Office for the stated fees and per the terms in the attached Agreement.

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

SECTION 1: that this Board of Commissioners resolves to approve and sign the Agreement with Michael Baker International, Inc. to provide engineering services for the PLE-33 Bridge Replacement Project for the Fairfield County Engineer, for the stated fees and per the terms of the attached Agreement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

AGREEMENT

Fairfield County Commissioner's and Michael Baker International, Inc.

This **AGREEMENT** entered into at Lancaster, Ohio on this 15th day of May, 2024 by and between the County of Fairfield, State of Ohio, acting through the County Engineer, hereinafter referred to as COUNTY, and Michael Baker International, Inc., duly licensed and existing under the laws of the State of Ohio for the practice of engineering services, hereinafter, referred to as CONSULTANT, with an office located at 250 West Street, Suite 420, Columbus, Ohio 43215.

PROJECT OVERVIEW

Project: PLE-33 Bridge Replacement Project

Project Manager: Bill Maravy, P.E.

Project Completion Date: September 30, 2024

Project Description: Replace existing bridge on existing roadway alignment and improve approaches.

SCOPE OF SERVICES

The CONSULTANT agrees to provide engineering services for the above-mentioned project, which includes the following:

SEE "ATTACHMENT A"- Scope of Services submitted by Consultant to County, "ATTACHMENT C"- Scope of Services submitted by County to Consultant.

Fairfield County is responsible for all geotechnical, survey, environmental, and hydraulic information. Michael Baker is entitled to rely on that information.

COMPENSATION

The COUNTY agrees to compensate the consultant for the performance of the work as specified in the SCOPE OF SERVICES section of this agreement, as follows:

Lump Sum Fee of \$37,316.00, Additional Fees for "Additional If Authorized Services" as shown on "ATTACHMENT B"

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The CONSULTANT shall submit monthly progress reports in the form and content acceptable to the COUNTY. No payment will be processed without a monthly progress report. If the progress report reveals that the project is NOT progressing satisfactorily or if invoicing is not commensurate with the progression of work, then payment to the CONSULTANT on this agreement will be SUSPENDED. At no such time shall this be cause for the CONSULTANT to stop work on the project. In the event suspension of payment is invoked, the CONSULTANT shall then supply to the COUNTY the reason(s) for unsatisfactory performance.

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MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, COUNTY and CONSULTANT (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this AGREEMENT or the project, and (2) agree that CONSULTANT's total liability to COUNTY under this AGREEMENT shall be limited to \$50,000 or the total amount of compensation received by CONSULTANT, whichever is greater, notwithstanding applicable insurance coverage.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid his compensation for services performed to termination date including reimbursable expenses then due and all terminal expenses. On termination, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement whether completed or in process must be delivered to and become property of the COUNTY.

The date of the CONSULTANT's endorsement shall serve as notice of authorization to proceed.

The undersigned, having full knowledge of the site, preliminary plans and specifications for the proposed Project and the conditions of this proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the work described in the Scope of Services by the completion date specified above and to accept the price specified above as full compensation for the work described in this request for proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on this 15th day of May, 2024.

FAIRFIELD COUNTY COMMISSIONERS

COMPANY/CONSULTANT AGREEMENT

-

By: 

Title: Vice President/Office Executive

Witness

ATTACHMENTS

The following items are to be considered a part of this contract: "Attachment A", "Attachment B", "Attachment C"

ATTACHMENT A
Scope of Services submitted by Consultant to County

Project Scope

PLE-33 over Pleasant Run
Bridge Replacement Project
Cost Proposal for Engineering Services

CONSULTANT: Michael Baker International

DATE: 05/15/2024

Prepared for



PLE-33 Structure File No. 2338343

Task - Description

Scope

PLE-33

33.2 Establish Centerline

Design hours necessary to establish best-fit existing centerline horizontal and vertical alignments. The horizontal and vertical tolerance shall be 0.50 feet and 0.25 feet from the existing centerline, respectively, and subject to the FCEO's approval. All tie-in points shall maintain a 0.05-foot vertical tolerance.

33.4 Headwalls / Foreslope Walls

Design hours for headwalls and foreslope walls at each culvert end including HL-93 Live Loading per AASHTO LRFD, ODOT, and FCEO standards.

33.6 Drainage Design

Design hours to ensure adequate drainage is provided for the project site, including drainage structures, as necessary.

33.7 Supplemental Profiles

Design hours to provide all driveway and drainage structure profiles, including all applicable utilities.

33.9 Construction Plans

In addition to the simplified R/W Plan, construction plans shall be provided including...
(1) Title Sheet, (1) Typical Sections, (2) General Notes, (1) General Summary, (1) Subsummary and Calculations, (1) Plan and Profile, (3) Cross Sections, (1) Site Plan, (1) Structural General Notes and Quantities, (2) Culvert Details, (1) Reinforcement List

33.11 Cost Estimates

Each submittal will include a cost estimate (two estimates total). Unit rates will be based upon FCEO, ODOT, and recent project experience.

33.12 Management

Includes project management, meetings, accounting, and client contacts.

ATTACHMENT B
Compensation

BREAKDOWN OF DIRECT LABOR

Prepared for



PLE-33 Structure File No. 2338343

PLE-33 over Pleasant Run
 Bridge Replacement Project
 Cost Proposal for Engineering Services

CONSULTANT: Michael Baker International

DATE: 05/15/2024

	Project Executive	Project Manager	Project Engineer	Staff Engineer	Admin.	Total Hours	Labor Costs
Task - Description	\$91.00	\$69.00	\$59.00	\$37.14	\$28.00		
PLE-33							
33.2 Establish Centerline	0	2	4	8	0	14	\$671
33.4 Headwalls / Foreslope Walls	1	4	14	24	0	43	\$2,084
33.6 Drainage Design	0	2	8	23	0	33	\$1,464
33.7 Supplemental Profiles	0	2	8	16	0	26	\$1,204
33.9 Construction Plans	2	12	36	90	0	140	\$6,477
33.11 Cost Estimates	1	3	6	12	0	22	\$1,098
33.12 Management	1	3	0	0	0	4	\$298
PLE-33 Subtotal	5	28	76	173	0	282	\$13,296

Notes

Estimate of hours based on a combination of recent experience and the ODOT Volume 4 Consultant Fee Estimating Guide.
 Two submittals are anticipated for this project including Detailed Plans without quantities and Final Plans including quantities.
 Hours do not include additional submittals beyond compliance requirements.
 A separate set of plans will be provided for each culvert, per Structure File Number.
 All design procedures will be based upon FCEO, ODOT, and LRFD requirements, unless noted otherwise.
 Basis of scope is defined by "Attachment C, Project Scope of Services" as provided by FCEO.
 All work will be performed based on the following information provided by FCEO...
 a.) Survey, b.) borings and soil analysis, c.) hydraulic study, d.) resolved property lines and set R/W monumentation.
 The bridges will be replaced using a full closure. No detour map will be provided.
 This estimate assumes a reduced hourly demand for the second structure due to redundancy of details.

PROPOSAL COST SUMMARY

Prepared for

**PLE-33 over Pleasant Run
Bridge Replacement Project
Cost Proposal for Engineering Services**



CONSULTANT: Michael Baker International

Overhead Percentage = **157.25%** ODOT Avg.
 Net Fee Percentage = **152.35%** Baker Rate
 Cost of Money = **11.00%**
 Cost of Money = **0.00%**

DATE: 05/15/2024

Task - Description	Hourly Rate	Total Hours	Labor Costs	Overhead Cost	Cost of Money	Direct Costs	Subcon. Costs	Net Fee	Total Cost
PLE-33									
33.2 Establish Centerline	47.94	14	\$671	\$1,022	\$0	\$0	\$0	\$190	\$1,883
33.4 Headwalls / Foreslope Walls	48.47	43	\$2,084	\$3,176	\$0	\$0	\$0	\$590	\$5,850
33.6 Drainage Design	44.37	33	\$1,464	\$2,231	\$0	\$0	\$0	\$414	\$4,109
33.7 Supplemental Profiles	46.32	26	\$1,204	\$1,835	\$0	\$0	\$0	\$341	\$3,380
33.9 Construction Plans	46.26	140	\$6,477	\$9,867	\$0	\$0	\$0	\$1,833	\$18,176
33.11 Cost Estimates	49.89	22	\$1,098	\$1,672	\$0	\$0	\$0	\$311	\$3,081
33.12 Management	74.50	4	\$298	\$454	\$0	\$0	\$0	\$84	\$836
PLE-33 Subtotal		282	\$13,296	\$20,257	\$0	\$0	\$0	\$3,762	\$37,316

SCHEDULE

	NTP	Detail Design	Client Review	Final Design	Client Review	Project Completion
Duration (Calendar Days)		60	30	45	30	14
Date	6/3/2024	8/2/2024	9/1/2024	10/16/2024	11/15/2024	11/29/2024

ATTACHMENT C
Scope of Services submitted by County to Consultant

ATTACHMENT C

PROJECT SCOPE OF SERVICES

Project Name: PLE-32, T0427-1.272, Old Millersport Road / PLE-33, T0422-1.419, Old Mill Road over Pleasant Run Bridge Replacement Project

Project Description: Replace existing bridge and improve bridge approaches.

Approximate Project Limits:

Along the existing centerline of road: Approximately 300 feet before the existing bridge to 300 feet after the existing bridge.

Left of existing centerline of road: 50 feet

Right of existing centerline of road: 50 feet

General Scope of Services:

1. All Survey provided by FCEO.
2. Establish a best-fit existing centerline of road establishing existing horizontal and vertical alignments. The best-fit existing centerline shall be within a horizontal tolerance of 0.50' and a vertical tolerance of 0.25' of the actual existing centerline or as otherwise approved by the Fairfield County Engineer's Office (FCEO). The best-fit existing centerline shall be within a vertical tolerance of 0.05' of the actual existing centerline at any tie-in points between the proposed new construction and existing.
3. Obtain 2 soil borings, 1 at each existing abutment, and have a soil analysis prepared for the proposed bridge structure. Provided by FCEO
4. Design cast in-place headwall and fore slope wall for the HL-93 loading per current AASHTO LRFD, ODOT and FCEO standards.
5. Perform a hydraulic study and provide a hydraulic report per ODOT and FCEO standards for the Bridge. Provided by FCEO including Concrete Box size.
6. Ensure adequate drainage, design any needed drainage structures, and perform any necessary hydraulic analysis.
7. Show profiles of all driveways and drainage structures. Show all existing utilities.
8. Bridge to be closed during construction and MOT will be detour. No detour Map needed.
9. Provide construction drawings per FCEO standards. FCEO will provide sample plans for design sheets and simplified R/W plans.
10. Provide simplified R/W plan and legal descriptions for all needed right-of-way takes per FCEO standards. FCEO
11. At a minimum the plans shall be submitted to the county for review and comments at the following stages: Line Grade and Typical, Final Plans without quantities and Final Plans. Provide Construction Estimate for each Stage.

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

PLE-33 - Michael Baker Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24004672 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

**B
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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

Revisions: 000

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MICHAEL BAKER INTERNATIONAL,
INC.
100 AIRSIDE DRIVE
MOON TOWNSHIP, PA 15108

**S
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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
216-776-6629		5058		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/16/2024	15929			ENGINEER-ADMIN
NOTES				

PO Requisitioner Name : Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CONSULTANT ENGINEERING SERVICES FOR PLE-33 BRIDGE REPLACEMENT PROJECT GL Account: 16202405 - 530020	1.0	EACH	\$37,316.00	\$37,316.00
				\$37,316.00	
GL SUMMARY					
	16202405 - 530020			\$37,316.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$37,316.00 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: 05/16/2024

Carri L. Brown

Auditor Fairfield County, OH

5/28/2024

Purchase Order Total \$37,316.00

264

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-33 Bridge Replacement Project.

(Fairfield County Engineer)

Approved as to form on 5/21/2024 10:54:26 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.i

A Resolution to Approve an Agreement between Fairfield County and Michael Baker International, Inc. for the PLE-33 Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract with The Shelly Company for the FAI-CR17/31 Resurfacing Project.

WHEREAS, on April 30, 2024 this Board of Commissioners awarded the Bid for the FAI-CR17/31 Resurfacing Project to The Shelly Company(for \$657,811.11, and

WHEREAS, since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with The Shelly Company.

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

SECTION 1: that this Board of Commissioners approves the FAI-CR17/31 Resurfacing Project Contract with The Shelly Company for \$657,811.11 by signing the Contract Agreement and this Resolution for this project to proceed.

SECTION 2: that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Randy Carter
cc: Engineering Department

CONTRACT

This Contract, made this _____ day of _____, 2024, between the Fairfield County Commissioners, hereinafter called the Owner, and The Shelly Company and its successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: FAI-CR17/31 Resurfacing Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, not to commence prior to June 3, 2024 and must be completed not later than September 27, 2024, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- The Contract
- The Construction Plans
- The Bid Proposal
- General Specifications
- Performance and Payment Bond
- Non-Collusion Affidavit
- Certificates
- Experience Record
- Affidavit of Personal Property Tax Liability
- Affidavit of Lien Release
- Anti-Alcohol/Drug Policy
- General Conditions
- Prevailing Wage Determination
- Request for Taxpayer ID Number and Certification (W-9)
- Specifications/Location Plans

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of (\$657,811.11) upon completion of FAI-CR17/31 Resurfacing Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY:

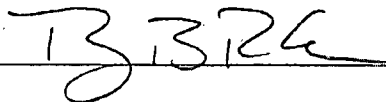
David L. Levacy
President

Steven A. Davis
Commissioner

Jeffrey A. Fix
Commissioner

CONTRACTOR: The Shelly Company

BY (signature):



BY (print name):

Ryan B Packer

ADDRESS:

80 Park Drive

Thornville, Ohio 43076

TELEPHONE:

(740) 246-6315

FAX:

(740) 246-4715

E-MAIL:

rpacker@shellyco.com

CERTIFICATES

The hereto attached Performance and Payment Bond being good and sufficient is accepted this _____ day of _____, 2024.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

David L Levacy
President

Steven A. Davis
Commissioner

Jeffrey A. Fix
Commissioner

CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund, in the amount of \$657,811.11 This figure has been lawfully appropriated, or authorized or directed for the FAI-CR17/31 Resurfacing Project free from any obligation.

Carri L Brown

Carri L. Brown
Fairfield County Auditor

Dated at Lancaster, Ohio: May 14, 2024.

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.

[Handwritten Signature]

Amy L. Brown-Thompson
Assistant Prosecuting Attorney

Date: 5/15, 2024.

Signature Page

Resolution No. 2024-05.28.j

A Resolution to Approve the Contract with The Shelly Company for the FAI -CR17/31 Resurfacing Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Notice to Commence for the FAI-CR17/31 Resurfacing Project

WHEREAS, by Resolution on April 30, 2024, this Board of Commissioners awarded a Contract to The Shelly Company, 80 Park Dr, Thornville, OH 43706, in the amount of \$657,811.11 for the FAI-CR17/31 Resurfacing Project.

WHEREAS, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

WHEREAS, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

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, authorize its President to sign the required Notice of Commencement in the matter of the FAI-CR17/31 Resurfacing Project.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Randy Carter
cc: Engineering Department

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Steven A. Davis, its President, who after being duly cautioned and sworn, states the following in connection with the FAI-CR17/31 Resurfacing Project:

1. The Public Improvement under construction is the resurfacing of various county roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: The Shelly Company, 80 Park Dr, Thornville, OH 43706, whose principal trade is that of road contractor.

This instrument was prepared by:
Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was April 30, 2024.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Liberty Mutual Insurance Company, 8044 Montgomery Rd, Ste. 150, Cincinnati, OH 45236.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

David L Levacy
The Board of Commissioners of
Fairfield County Ohio, Affiant

Be it remembered, that on this _____ day of _____, 2023, before me, the subscriber, a notary public, in and for said state, personally came Steven A. Davis, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Signature Page

Resolution No. 2024-05.28.k

A Resolution to Approve the Notice to Commence for the FAI -CR17/31 Resurfacing Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an Intergovernmental Agreement with the Fairfield County Transportation District relative to the Basil-Western Road Realignment Project.

WHEREAS, the Fairfield County Transportation Improvement District (TID) is authorized by ORC Chapter 5540 to finance, construct, reconstruct, improve, alter, maintain, repair, and operate street, highway, and other transportation projects; and

WHEREAS, the projects undertaken by the TID and the exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions, are considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Fairfield County, Ohio and the State, and are consistent with its purpose and will promote industry, commerce, distribution, and research activity within the County, the region, and the State; and

WHEREAS, by resolution 2023-08.15.i, this Board of County Commissioners executed a Memorandum of Understanding defining roles with respect to the services, costs, and improvements that may be undertaken relative to the building of regional transportation infrastructure over and along Basil-Western Road; and

WHEREAS, the TID has, will, or may receive, Roadwork Development 629 Grant funding through the Ohio Department of development's Grant No. SBIG20235429 up to \$1,200,000.00 (the "DOD Grant"), through the Fairfield County Board of Commissioners, to support local roads impacted along the Basil-Western Road Realignment Project; and

WHEREAS, the TID, in cooperation and coordination with the County, wishes to direct funds it has or may receive, directly or indirectly from various funding sources both public and private, including but not limited to the DOD Grant, for the Basil-Western Road Realignment Project to the County for the specific and limited purpose of financing, planning, developing, acquiring right-of-way, and constructing the project; and

WHEREAS, the County, in cooperation and coordination with the TID, wishes to direct funds it has or may receive, directly or indirectly from various funding sources both public and private, including but not limited to the DOD Grant, for the Basil-Western Road Realignment Project to the TID

for the specific and limited purpose of financing, planning, developing, acquiring right-of-way, and constructing the project; and

WHEREAS, the County and the TID have agreed to enter into an Intergovernmental Agreement relative to the Basil-Western Road Realignment Project.

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

SECTION 1: That this Board of Commissioners resolves to approve and sign the Intergovernmental Agreement between Fairfiled County and the Fairfield County Board of Transportation Improvement District.

SECTION 2: That the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

INTERGOVERNMENTAL AGREEMENT 2024-01

This Intergovernmental Agreement 2024-01 (this “Agreement”) is made and entered into as of _____, 2024 (the “Effective Date”), by and between Fairfield County (the “County”), a political subdivision of the State of Ohio acting through its Board of County Commissioners (the “Board”), and pursuant to Ohio Revised Code (“ORC”) Chapters 305 and 307, and the Fairfield County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “FCTID”)(collectively the “Parties”).

RECITALS

A. The County, the FCTID, Violet Township and the City of Canal Winchester, entered into Intergovernmental Agreement 2023-01 (“IGA 2023-01”), on file with the FCTID, FCEO, and the County, for the purposes of facilitating and advancing the planning, funding and construction of the transportation improvement project known as the *Basil-Western Road Realignment Project*, as further set forth, described and as to be designed on plans and documents on file with the FCTID and the Fairfiled County Engineer (hereinafter referred to as the “Project”).

B. The County, by and through IGA 2023-01, is designated as a Project funding partner and by which the County has further committed to receive and deposit funds into a Project Account: T0001 established and maintained by the County (the “Project Account”) and, further to advance funding to the FCTID from the Project Account in such amounts as the FCTID requires to advance the Project through completion, including, but not limited to: Project design and environmental work; right of way acquisition; construction and inspection; and related FCTID administrative and management costs (the ‘Project Costs”).

C. Furthermore, the Parties anticipate receipt of additional funding for the Project Costs from various public and private sources, either through existing or pending development and compensation agreements (the “DCA’s”), grants and by or through other private, local and state funding partners and sources as set forth in IGA 2023-01 (hereinafter referred to as the “Other Funding Sources”) to be deposited in the Project Account to fund Project Costs incurred by the FCTID for the Project work.

D. Moreover, the Ohio Department of Development (“DOD”) and the County entered into Grant Agreement No. SBIG20235429 (the “DOD Grant Agreement”), whereby DOD granted to the County, on a reimbursement basis, certain 629 Roadwork Development Grant funding (in a maximum amount of \$1,200,000.00), to provide partial funding for certain eligible costs of the Project work (the “DOD Grant Funding”), as a reimbursable grant and to be utilized solely for engineering, acquisition of right-of-way, construction, and construction engineering work as set forth in the DOD Grant Agreement, for 2000 feet proximate to the DHL facility and as further set forth and described in plans and documents on file with the FCTID and the FCEO (the “DHL Work”).

E. The DOD Grant Agreement is held by the County, however, the County agrees to allow the FCTID to be the sole contracting authority for this portion of the Project (the “DHL Portion”), consistent with the FCTID obligations with regard to the rest of the Project.

F. The County further agrees to allow the FCTID to submit pay requests directly to the DOD on behalf of the County to facilitate timely payments for work on the Project. It is the intent of the Parties that the reimbursements from the DOD to the County shall be transferred back into the Project Account for further use of Project Costs.

G. It is the County's intent to appropriate up to \$425,000.00 of County Funds (on an as-needed basis) to be utilized by the FCTID to fund Project Costs. It is the intent of the Parties that the appropriation, if any, shall be transferred to the FCTID upon request of the FCTID should Other Funding Sources not be available for any reason as the Project progresses. The FCTID agrees to reimburse the County from Other Funding Sources as those sources become available to the FCTID but no later than the date of the completion of the Project, and only if the Other Funding Sources do actually become available to the FCTID.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the County and the FCTID agree as follows:

Pursuant to Ohio Revised Code §5540.03(A)(15), the County hereby authorizes and designates the FCTID to exercise any power, perform any function or render any service on behalf of the County necessary for the completion of the Project. The FCTID is the designated authority for the Project and shall have the authority and be responsible for and maintain final authority over the planning, design, construction and inspection, and administration of the Project and the acquisition of all necessary rights of way and appurtenances for the Project including any utility relocation as provided in this Agreement and the hiring of consultants necessary to perform these services.

The FCTID agrees to utilize funding in the Project Account solely for funding Project Costs and accessing DOD Grant Funding or other reimbursement-based grant funding that may become available for the Project and will coordinate with the County relative to any and all Project Account activity and in the preparation of any reports or documentation of any related Project Account activity.

The Parties further acknowledge and agree that nothing in this Agreement is intended to or shall (1) modify, alter, or impair in any way any pre-existing contractual arrangements or agreements between or among the parties to IGA 2023-01 unless explicitly noted herein or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

The Parties further acknowledge and agree to further collaborate and cooperate in relation to the Project and shall coordinate the acquisition and distribution of the Other Funding Sources for the Project in such a manner as to manage cash flow into and out of the Project Account maintained by the County and the FCTID and so as to distribute funds in a transparent manner and in accordance with County requirements and regulations.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties, by their duly authorized officers, all as of the Effective Date.


County:

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

FCTID:

**THE FAIRFIELD COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____
County Commissioner

By:  _____
Print Name: Terrence L. Up
Title: Sec/Treasurer

By: _____
County Commissioner

By: _____
County Commissioner

Date: _____

Approved as to form:

Approved as to form:

Fairfield County Prosecuting Attorney

 _____
FCTID Legal Counsel

Date: _____

Date: 5/21/2024

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer for the County of Fairfield, Ohio (the "County"), hereby certifies that the funds required (if any) to meet the obligations of the County for the year 2024 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the County or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2024

Auditor, County of Fairfield, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer for the Fairfield County Transportation Improvement District (the "TID"), hereby certifies that the funds required (if any) to meet the obligations of the TID for the year 2024 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the TID or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: May 21st, 2024

Secretary-Treasurer, Fairfield County
Transportation Improvement District

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Intergovernmental Agreement with the Fairfield County Transportation District relative to the Basil-Western Road Realignment Project.

(Fairfield County Engineer)

Approved as to form on 5/22/2024 2:56:24 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.I

A Resolution to Approve an Intergovernmental Agreement with the Fairfield County Transportation District Relative to the Basil-Western Road Realignment Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

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:

\$15,000.00 16202401- Contractual Services

For Auditor's Office Use Only:

16202401-543000 \$15,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-05.28.m

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for 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. 2024-05.28.n

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category County Engineer Fund #2024, Motor Vehicle for Materials & Supplies

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

WHEREAS, unanticipated revenue has been collected for Fund 3445; and

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #110862 Refugee Rd CR7-1.94

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 appropriate from unappropriated funds in the amount of: \$388,408.97 16344506 Contractual Services.

SECTION 2: The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant,

Memo Receipt as referenced:

16344506-433100-55954

Memo Expenditure as referenced:

Vendor: Complete General

Account #: 16344506-530020-55954 **Refugee Rd CR7-1.94**

Amount: \$388,408.97 Paid: 05/21/2024

For Auditor's Office Use Only:

SECTION 1: 16344506-530020-55954

SECTION 3: Issue an Amended Certificate in the amount \$388,408.97 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-55954 in the amount of \$388,408.97.

Prepared by: Julie Huggins
cc: Engineer Office

REPORTS:

CONTRACTOR REPORTS

APPLICATIONS:

BID & ITEM DATA

ADDITIONAL LINKS:

CONSTRUCTION REFERENCE RESOURCE CENTER(CRRC)

DISTRICT CONSTRUCTION SHAREPOINT MAIN

GOFORMZ HOME TEAM SITE

AASHTOWARE PROJECT SITE

This ODOT guidance document includes procedures for the LPA to follow to ensure accurate SEFA reporting to avoid potential audit findings.

This CMS payments report was originally designed for contractors to obtain payment verification. ODOT has determined that the source data is sufficient for that purpose; however, since the payments data in this report does not distinguish Federal, state, or local funds, the report cannot be used as a standalone source for verification of SEFA data.

Additionally, this report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA. Further, this report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT.

For LPAs preparing a cash basis SEFA, the LPA can use the Warrant Date on this report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year. The LPA's copies of invoices submitted to ODOT, and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs.

Most of ODOT's subrecipients of Federal Awards are subject to compliance with [Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

Accordingly, the subrecipient is responsible for maintaining accurate financial records to demonstrate compliance with the requirements documented in [§ 200.302 Financial management](#).

The subrecipient's fiscal procedures and financial records must provide for tracking the project specific expenditure of Federal funds by the subrecipient. The subrecipient's financial records must accurately report, in the proper fiscal year, the Federal funds the subrecipient has expended, including those project expenditures which have not yet been reimbursed by ODOT and the Federal funds payments issued to contractors by ODOT as requested by the LPA.

ODOT's LPA SEFA Reporting Guidance and an Excel template for tracking Federal funds expenditures is available at:

<https://www.transportation.ohio.gov/programs/external-audits/audit-lpa/guidance-lpa-sefa>

Please contact OEA-LPA-AUDITS@dot.ohio.gov with any questions regarding this notice.

BY PROCEEDING TO THE REPORT ON NEXT PAGE, YOU ARE ACKNOWLEDGING THIS DISCLAIMER.

Vendor Name/Number	Project Nbr	PID Nbr	Estimate Nbr	Process Date	Warrant Date	Amount
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-2	05/15/2024	05/21/2024	388,408.97
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-1	04/05/2024	04/11/2024	283,588.20
FAIRFIELD COUNTY (0000056164)		110862	23-05-5112	02/16/2023	02/22/2023	807.27
LAKSHMI VINAYAKA HOLDINGS LLC (0000310353)		110862	23-05-5108	01/23/2023	01/26/2023	63,441.00
RICKETTS FAMILY FAIRFIELD HOLD (0000310354)		110862	23-05-5107	01/23/2023	01/26/2023	51,129.00
TEC ENGINEERING INC (0000069483)		110862	PID#110862-25-11895	07/01/2023	07/07/2023	7,675.20
TEC ENGINEERING INC (0000069483)		110862	PID#110862-24-11778	03/31/2023	04/06/2023	9,577.67
TEC ENGINEERING INC (0000069483)		110862	PID#110862-23-11737	03/31/2023	04/06/2023	536.04
TEC ENGINEERING INC (0000069483)		110862	pid#110862-22-11689	02/23/2023	03/01/2023	622.55
TEC ENGINEERING INC (0000069483)		110862	PID#110862-21-11599	12/09/2022	12/14/2022	5,806.92
TEC ENGINEERING INC (0000069483)		110862	PID#110862-20-11556	12/09/2022	12/14/2022	9,427.38
TEC ENGINEERING INC (0000069483)		110862	PID#110862-19-11517	09/19/2022	09/23/2022	4,068.19
TEC ENGINEERING INC (0000069483)		110862	PID#110862-18-11469	08/24/2022	08/30/2022	26,743.95

Run Date 5/21/2024 3:26:58 PM

Page 1 Of 2

Signature Page

Resolution No. 2024-05.28.o

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of an agreement allowing Proline Electric to become the Completion Contractor at Fairfield Center for Renovation Project

WHEREAS, The Board of County Commissioners owns the property at 12943 Stonecreek Drive, Pickerington, which is known as the Fairfield Center, and is responsible for the property; and

WHEREAS, the selected contractor for the remodel did not complete the renovations and the Surety Bond was used to cover the damages caused by the selected contractor; and

WHEREAS, the HARCO Insurance held the surety bond for this project and have selected another contractor, Proline Electric, to be the completion contractor on the renovations; and

WHEREAS, the remaining balance of the original contract is \$195,176.43 and will be used to complete the renovation project at the Fairfield Center; and

WHEREAS, the Facilities Manager and County Administrator have reviewed the agreement; and

WHEREAS, the Takeover agreement has been reviewed by the County Prosecutor and approved as to form; and

WHEREAS, funds for the completion of the renovation project will be paid by the Surety Company.

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

Section 1. The Board of County Commissioners approves the attached Contract Agreement with HARCO insurance to allow Proline Electric to be the completion contractor on the Fairfield Center renovation project and authorizes its Board President to sign the documents.

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

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 Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - 2. Obtained 3 quotes for purchases under \$50,000
 - 3. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

TAKEOVER AGREEMENT

Principal:	Walsh Construction Group LLC
Surety:	Harco National Insurance Company
Obligee:	Fairfield County Board of Commissioners
Project:	Fairfield County Government Center
Bond No.:	OHHNSU0729096

This *Takeover Agreement* (“*Agreement*”) is entered into on the ___ day of May 2023 (the “*Effective Date*”), by and between **Fairfield County Board of Commissioners** (“*Obligee*”) and **Harco National Insurance Company** (“*Surety*”) (Surety and Obligee shall be collectively referred to herein as the “*Parties*”).

I. RECITALS

WHEREAS, on or about June 7, 2022, Walsh Construction Group LLC (“*Principal*”) entered into a contract (the “*Contract*”), with the Obligee under which Principal agreed to furnish and install certain labor and materials for the project commonly known as the Fairfield County Government Center (the “*Project*”), in the amount of \$1,963,530; and

WHEREAS, in connection with the Project, Surety and Principal made, executed, and delivered to Obligee the Bond bearing no. 0490929, in the penal sum of \$1,963,530 (the “*Bond*”); and

WHEREAS, after Principal completed a portion of the work required on the Project, issues arose between Obligee and Principal, resulting in Obligee issuing a Notice of Default and Termination to Principal dated October 4, 2023; and

WHEREAS, Obligee has made demand upon Surety to arrange for the completion of Principal’s obligations under the Contract pursuant to the Terms of the Bond; and

WHEREAS, Surety and Obligee have worked together to make arrangements for the completion of Principal’s remaining scope of work under the *Subcontracts*, subject to the terms and conditions set forth herein; and

WHEREAS, Surety has engaged or intends to engage Proline Electric (“*Completion Contractor*”) to serve as the licensed and insured completion contractor to perform the remaining scope of work under the *Subcontracts* in accordance with the terms and conditions set forth herein; and

WHEREAS, the Parties agree that this Agreement is being entered into under a complete reservation of all rights, claims and/or defenses afforded to Surety and Obligee, except as expressly modified or waived in this Agreement; and

WHEREAS, the Parties wish to memorialize their agreement, to ensure a diligent and workmanlike performance of the remaining scope of work under the Contract; and

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby enter into this *Agreement* on the terms and conditions specified herein.

II. TERMS AND CONDITIONS

1. **Recitals**. The recitals are true and correct and are incorporated herein by reference as if fully set forth herein.
2. **Scope of Work**. Surety, through the use of Completion Contractor as its licensed and insured completion contractor, hereby agrees to undertake to perform and complete the remaining scope of work through its independent contractor under the terms and conditions as set forth herein. The Scope of Work under this *Agreement* constitutes the base scope of work under the Contract, together with executed and approved change orders to date, as agreed upon by the Parties (the “Scope of Work”). The Parties acknowledge and agree that Surety’s obligations are strictly limited to the express terms and conditions of the Bond, and nothing in this Agreement is intended to expand or increase the extent of Surety’s obligations under the Bond. Obligees acknowledge that Surety, by its execution of this Agreement, is acting in its capacity as surety for Principal in making arrangements for the performance of the remaining scope of work, and not as a completing contractor. Obligees further acknowledge that Surety is not assuming any obligations or liabilities beyond those set forth in the Bond. As to the completion of the Contract, except as otherwise provided in this *Agreement*, Surety is entitled to all rights, title, and interest of Principal in and to the Contract in all respects as if Surety was the original party to the Contract.
3. **Construction Team**. Surety’s construction team shall consist of:
 - a. Completion Contractor, as completion contractor, who shall comply with the terms and conditions of the Contract including, but not limited to, the licensing and insurance requirements set forth therein;
 - b. Michael Seminara, an employee of the Surety, who shall serve as a liaison between Obligees and Completion Contractor, and manage the completion of the Contract through Completion Contractor; and
 - c. Any and all other contractors, subcontractors, suppliers, materialmen and/or design professionals deemed necessary by Surety, in its sole and absolute discretion.

It is expressly acknowledged that the Surety will not itself perform any physical construction work on the Project.

4. **Contract Balance**. The Contract Balance is and shall remain due and owing by Obligees

to Surety for completion of the work under the Contract. Surety and Obligees agree that the remaining balance under the Contract is \$195,976.43 (the “Contract Balance”), calculated as follows:

Original Contract Value	\$1,963,530.00
Approved Change Orders	\$37,339.01
Adjusted Contract Value	<u>\$2,000,869.01</u>
Paid to Date by Obligees	<u>(\$1,804,892.58)</u>
Remaining Contract Balance	\$195,976.43

5. **Tender of Contract Balance**. Obligees agree that the Contract Balance is dedicated to and will be applied to the completion of the Contract pursuant to this Agreement. As such, the Parties agree that the Contract Balance is dedicated to and will be applied to the completion of the Contract pursuant to this Agreement without any offset, back charges, deducts or credit not reflected in the computation in Paragraph 4.

Obligees shall pay directly to Surety or as directed by Surety, the Contract Balance, plus or minus any additional amounts of money on account of any modifications requested and authorized by Obligees and agreed to by Surety, as the work progresses. Payment of the Contract Balance to Surety or the person directed by Surety to receive such payments shall be made in accordance with the terms of the Contract, as modified herein. Surety agrees to spend its own funds as may be necessary to pay for the performance of the Contract in the event that the Contract Balance is insufficient, with any such payments being credited against the penal sum of the Bond.

Within ten (10) days of execution of this Agreement, Obligees shall make payment in the amount of \$195,976.43 to Surety for money earned but unpaid to Principal for work performed under the Subcontracts prior to this *Agreement*.

6. **Additional Contract Funds**. Principal may have performed additional work, which is either pending for change order approval or will be submitted for such approval. In accordance with the Contract, Obligees remains obligated to pay Surety for any additional work which it is required to perform beyond the Scope of Work defined in the Contract. Obligees shall timely remit payment to Surety for such additional work in accordance with the Contract without credits, offsets or back charges, all such claims being expressly reserved until after completion of the work.
7. **Completion Time**. The Scope of Work will be substantially completed on or before July 1, 2024. Both Surety and Obligees waive damages or extensions of time relating to work performed on the Contract prior to the date of this Agreement. Both Surety and Obligees reserve the right to seek extensions of time and damages that arise after the date of this Agreement.
8. **[RESERVED]**

9. **Future Change Order Work**. The Parties agree that all future change order work will be performed in compliance with the Contract. Surety shall have the sole authority to make final decisions as it relates to the Scope of Work performed by Completion Contractor.
10. **Processing of Payment Applications**. Surety shall submit all pay requisitions in accordance with the terms of the Contract. The invoices shall be submitted in the name of Surety, and Obligeo will issue all payments payable to Surety and said payments will be transmitted to Surety at the following address, unless and until Obligeo is notified in writing of any different address(es):

Payable to: Harco National Insurance Company

Delivered to: Attn: Will Pearce
2570 Boulevard of the Generals, Ste. 125
Norristown, Pennsylvania 19403

11. **Use of Existing Equipment**. Obligeo agrees that Surety and Completion Contractor shall have the right to use, without charge, any of the equipment, materials and appurtenances furnished or supplied by Principal and/or any of Principal's subcontractors and suppliers. Obligeo shall act reasonably and cooperate with Surety and Completion Contractor to the extent it is necessary to obtain the equipment, materials and other appurtenances as may be required to complete the Scope of Work.
12. **Penal Sum**. Notwithstanding anything to the contrary in this Agreement, the Contract, or the Bond, Surety's total liability under this Agreement, the Contract, and the Bond, after the expenditure of the Contract Balance, is strictly limited to and shall not exceed the Penal Sum of the Bond. All payments made by Surety for the performance of the Contract shall be credited on a dollar-for-dollar basis against the penal sum of the Bond. Surety's accounting of such sums expended by it shall be prima facie evidence of its discharge and release under said Bond and shall entitle Surety to immediately cease any further expenditures under said Bond.
13. **Continuing Payment Bond Obligations**. The payment bond obligations under the Bond shall remain in full force and effect. Accordingly, in no event shall Obligeo withhold any portion of the Contract Balance from Surety on account of any claims, suits, or demands by any persons or entities furnishing or alleging to have furnished labor and/or materials under the Contract. The total payment bond liability of Surety under the Bond is limited to and shall not exceed the penal sum of the Bond. Surety's accounting of such sums expended by it as respects each *Payment Bond* shall be prima facie evidence of its discharge and release under said Bond and shall entitle Surety to immediately cease any further expenditures under said Bond.
14. **Mutual Reservation of Rights as Between Parties**. Except as expressly set forth in

this Agreement, nothing in this Agreement is intended to nor shall be construed to be a release, waiver, estoppel or modification of any of the rights, claims and/or defenses, at law or in equity, as available between the Parties, arising from the Bond, the Contract, common law, or equity.

15. **Surety Reservation of Rights as to Principal.** Nothing in this *Agreement* is intended to nor shall be construed to be a release, waiver, estoppel or modification of any of the claims, rights and/or defenses, at law or in equity, as available to Surety against Principal and/or any of its corporate or individual indemnitors, under contract, by statute, or at common law. Any and all rights, claims and/or defenses available to Surety against Principal and its indemnitor(s) are specifically reserved herein.
16. **Equitable Subrogation Rights.** Nothing contained in this Agreement shall in any way prejudice or waive Surety's legal or equitable subrogation rights. The Parties acknowledge that by this Agreement and/or by operation of law, Surety is subrogated to all rights of Principal, Principal's lower-tier vendors which may be paid by Surety, and Obligee to the extent of Surety's performance of the Contract and satisfaction of its obligations under the Bond is entitled to the Contract Balance and any other funds due or to become due in connection with the Contract and this Agreement, and Surety has the absolute right and priority to such amounts, superior to the claims of Principal, its successors, assigns or affiliates, any of Principal's secured or unsecured creditors, or any trustee or debtor-in-possession appointed in a bankruptcy proceeding initiated by or against Principal, or any state-appointed receiver. Obligee further acknowledges and agrees that to the extent of Surety's cost of completion and costs incurred in satisfying claims, if any, Surety is subrogated to the rights of Obligee in and to the Contract Balance and Surety shall have the same right to utilize the Contract Balance for completion of the Project that Obligee would have had if Obligee was to have undertaken on its own completion of the Contract.
17. **Notices.** All notices and correspondence shall be sent by email and regular first class U.S. mail or overnight mail, to:
- | | |
|-----------------------|--|
| <u>As to Obligee:</u> | Fairfield County
Attn: Jon Kochis, Facilities Director
210 East Main Street
Lancaster, OH 43130 |
| <u>As to Surety:</u> | Will Pearce
2570 Boulevard of the Generals, Ste. 125
Norristown, Pennsylvania 19403 |
18. **Applicable Law and Venue; Attorneys' Fees; Waiver of Jury Trial.** The Parties hereto acknowledge and agree that this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio without regard to its rules regarding conflict of laws.

19. **Entire Agreement.** This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the Parties. The terms and provisions of this Agreement are contractual and not mere recitals. The Parties acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to or contemporaneously with the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.
20. **Modifications to and Interpretation of Agreement.** This Agreement may not be modified unless in writing and executed by the Parties hereto. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties, but, if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.
21. **Construction of Agreement.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed against one of the Parties.
22. **Amendment of Agreement.** This Agreement shall not be assigned, changed, amended or altered in any way without the written consent of each of the Parties
23. **Illegality.** In the event that one or more provisions of this *Agreement* shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
24. **No Admission of Liability.** This Agreement does not constitute an admission of liability on the part of either of the Parties.
25. **No Third-Party Rights.** This Agreement shall only extend to and be binding upon the Parties. Nothing contained in this Agreement shall create any third-party beneficiaries.
26. **Authority to Execute.** Each of the undersigned represent, warrant and certify that they are authorized to execute this *Agreement* in the capacity indicated.
27. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument. Electronic or PDF

signatures shall be deemed originals.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals to this *Agreement* the day and year first set forth above, and the individuals who execute this *Agreement* personally represent and warrant that they have full authority to execute this *Agreement* on behalf of the respective Parties.

W.P.
By: WILLIAM PEARCE
Title: SENIOR SURVEY CLAIMS COUNSEL

Harco National Insurance Company

By: _____
Title: _____
Fairfield County Board of Commissioners



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: **HARCO**
Date: **5/22/2024 2:04:49 PM**

This search produced the following list of **24** possible matches:

Name/Organization	Address
Burkhart, Richard J	5972 Rocky Rill Rd
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Harper, Heather	P.O. Box 136
Harris, James	2991 Roosevelt
Harris, Jessica	PO Box 134
Harris, Jock	P.O. Box 499/1453 U.S. Road 42 East
Harris, Zandra	
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Harrold, Jean	P.O. Box 5
Harte Crossroads Academy	350 Columbus City Center Drive
Harte Crossroads High School	350 Columbus City Center Drive
Harte Crossroads Public Schools	350 Columbus City Center Drive
Institute of Charter School Management and Resources	368 South Patterson Boulevard
L & H Water & Storage Tank Division, Mr. E.F. Lephart	420 Superior St.
Rhinehart, Mary	3151 Clime Road
Richardson, Robert	C/O Jeffrey Hunter, ESQ
Sharpe, Angela	348 Mathews Rd
The Harte School	350 Columbus City Center Drive
Wharton Rentals	82 N. Court St.

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.

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 # **24004757 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

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

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HARCO NATIONAL INSURANCE
COMPANY
IAT INSURANCE GROUP
4200 SIX FORKS ROAD
RALEIGH, NC 27609

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		5167	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
05/22/2024	18343		COMMISSIONERS ADMIN
NOTES			

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Fairfield Center (Walsh original contractor for project) GL Account: 12287600 - 570000 - R61g	1.0	EACH	\$195,976.43	\$195,976.43
GL SUMMARY					
	12287600 - 570000 - R61g			\$195,976.43	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$195,976.43 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: 05/22/2024

Carri L. Brown

Auditor Fairfield County, OH

5/28/2024

Purchase Order Total \$195,976.43

305

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of an agreement allowing Proline Electric to become the Completion Contractor at Fairfield Center for Renovation Project

(Fairfield County Facilities)

Approved as to form on 5/22/2024 2:50:12 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.p

A Resolution Authorizing the Approval of an Agreement Allowing Proline Electric to Become the Completion Contractor at the Fairfield Center for the Renovation Project

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center

WHEREAS, The Board of County Commissioners own the Tussing Road Government Services Office in Pickerington; and

WHEREAS, Lancaster-Fairfield Community Action Agency would like to lease office space in the Pickerington area; and

WHEREAS, this agreement details the terms and conditions for the leasing of office space located in the Government Services Office; and

WHEREAS, the Fairfield County Facilities Director recommend that the lease for the property located at 11050 Tussing Rd, Pickerington OH 43147, County of Fairfield, State of Ohio, be approved as such; and

WHEREAS, the proposed lease agreement has been approved by the County Prosecutor as to form.

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

Section 1. The Board of County Commissioners approves the attached Lease Agreement with Lancaster-Fairfield Community Action Agency, as the lessee of the office space at 11050 Tussing Rd, Pickerington OH 43147, County of Fairfield, State of Ohio, and authorizes the president of the Commission to sign the agreement.

LEASE AGREEMENT

By this agreement made and entered into on _____, between the Fairfield County Commissioners, as lessor, and Lancaster -Fairfield Community Action Agency, as lessee, lessor agrees to lease to lessee the following premises situated at 11050 Tussing Rd, Pickerington OH 43147, County of Fairfield, State of Ohio, as depicted in the attached Exhibit A ,together with all the appurtenances, for a term of 1 year, to commence on June 1, 2024, and to end on May 31, 2025 at 11:59 p.m., and lessee covenants and agrees to pay lessor an annual rental of \$5,250 as follows: \$437.50 per month (calculated by 375 sqft x 14.00\$per/sqft) The first payment due on or before June 1, 2024, and subsequent payments on the 1st 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 enjoy the 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.

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, on giving 30 days' written notice to lessee, declare this lease forfeited and shall, in that event, 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 and common area maintenance assessed against the leased premises and 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 tenant.

Section VII. Repairs 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.

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 XIV. 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. Termination by Lessor

If Lessor determines during the term of the lease that the Premises will be used for a purpose to better serve the Lessor's needs, Lessor reserves the right to terminate the Lease. If Lessor exercises its option to terminate under this section, it will give Lessee 90 days notice in writing of its intent to terminate the Lease. Lessee shall be required to wrap up its operations and vacate the Premises prior to the 90 day notice expiring.

Section XVIII. 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. Compliance with Rules and Regulations

The faithful observances of the Rules and Regulations adopted by lessor and applicable to the leased premises, are conditions on which the lease is made and accepted. Failure by lessee to comply with the rules and regulations, shall at lessor's option work a forfeiture of this lease and of lessee's rights under the lease.

This lease is executed at Fairfield County, Ohio.

LESSOR:

Fairfield County Board of Commissioners

Name: _____

Title: _____

Date: _____

LESSEE:

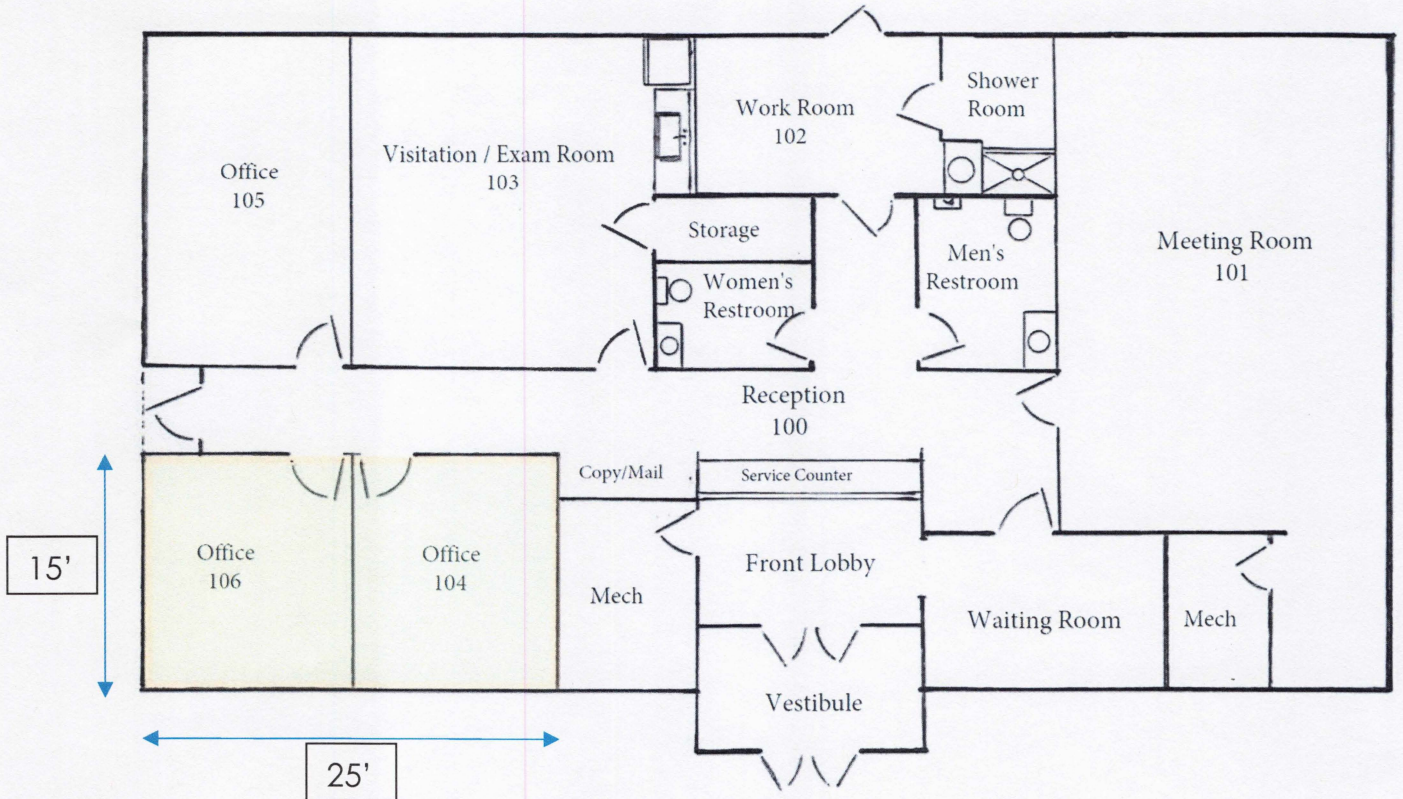


Lancaster-Fairfield Community Action Agency

Date: 5/21/2024

Exhibit A

Leased Space: 375 square feet
Offices 106 and 104



TUSSING GOVERNMENT SERVICES BUILDING PLAN

11050 Tussing Road

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 Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 2. Obtained 3 quotes for purchases under \$50,000
 3. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Choland

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with
Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government
Services Center

(Fairfield County Facilities)

Approved as to form on 5/24/2024 11:25:51 AM by Austin Lines,

Signature Page

Resolution No. 2024-05.28.q

A Resolution Authorizing the Approval of a Lease Agreement with Lancaster-Fairfield Community Action Agency for office space at The Tussing Road Government Services Center

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving a contract between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for Program Services for State Fiscal Year 2025

WHEREAS, The Fairfield County Board of Commissioners serves as administrative agent for the Fairfield County Family and Children First Council; and

WHEREAS, The Fairfield County ADAMH has presented the attached contract agreement for Multi-system Youth, Out of Home Placement, Perinatal Cluster, and Parent Education services; and

WHEREAS, this contract would be effective from July 1, 2024 through June 30, 2025; and

WHEREAS, the Prosecuting Attorney has reviewed and approved the proposed contract as to form; and

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

Section 1. That the Fairfield County Board of Commissioners approves the contract between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for Multi-system Youth, Out of Home Placement, Perinatal Cluster, and Parent Education services for State Fiscal Year 2025 and authorizes its President to sign the agreement.

Prepared by: Tiffany Wilson, FCFC Manager

CONTRACT BETWEEN

**The Fairfield County ADAMH Board
and
Fairfield County Family and
Children First Council**

State Fiscal Year 2025



Contract Fiscal Year 2025

ADAMH Board/Provider

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Attachment 2 –Relias Online Learning-ADAMH Contract *Please contact us if you would like a copy of this

Attachment 3 – Agency-Specific Contract Language

Attachment 4 – Outcomes Reports

Contract Addendum for Services – Ohio Department of Mental Health and Addiction Services

Assurances (SFY 2025) or as amended/updated by OMHAS: 1) General Assurances *this is sent when available

Contract Exhibit A – Financial Appendices

Contract Exhibit B – Provider Fee Schedule

Contract Exhibit C – Sliding Fee Scale

**Fairfield County Alcohol, Drug, Addiction, and Mental Health Board
SFY 2025 Network of Care Contract**

Article 1. Preliminary Recitals

1.1 Parties. This agreement (“Contract”) is by and between the Fairfield Alcohol, Drug Addiction and Mental Health Board, 108 W. Main Street - Suite A, Lancaster, Ohio 43130, (hereinafter “ADAMH Board”) and Fairfield County Family and Children First Council, 831 College Ave., Suite C, Lancaster, OH, 43130 (hereinafter “Provider”).

1.2 Governing Statutes, Rules & Authority. The ADAMH Board exists to plan, fund, and monitor public alcohol, mental health, and drug addiction services in Fairfield County. ADAMH Boards were created pursuant to the Mental Health Act of 1988 (Senate Bill 156) and the Alcohol and Drug Addiction Services Act (House Bill 317). The statute that governs the creation, authority and activities of ADAMH Boards is in Chapter 340 of the Ohio Revised Code (ORC) and as it may be amended from time to time. Other portions of the ORC are particularly relevant: 5101 (Ohio Department of Job and Family Services - sections pertaining to state Medicaid laws), 5119 (Ohio Department of Mental Health and Addiction Services), and 5122 (Hospitalization of the Mentally Ill). The ADAMH Board is also subject to other federal, state, and local laws and the Ohio Administrative Code.

1.3 Term. This Contract shall be effective on the 1st day of July 2024 and shall terminate on the 30th day of June, 2025.

1.4 Contract Limit. Total Payment by the ADAMH Board for the services rendered by Provider will not exceed a total of \$ 316684 for the contract period.

1.5 Notices. All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: FAIRFIELD COUNTY ADAMH BOARD
c/o Marcy Fields, Executive Director
108 W. Main Street, Suite A
Lancaster, Ohio 43130

TO: Fairfield County Family and Children First
Council
Tiffany Wilson, Manager
831 College Ave., Suite C
Lancaster, OH, 43130

Article 2. Definitions

2.1 Professional Services Plan means the Provider’s annual Service plan as defined in O.A.C. 5122-26-09(A) or its equivalent approved by the ADAMH Board.

2.2 Applicable Law means those federal, state and local laws and regulations which govern the conduct of the parties to this Contract.

2.3 Applicable Requirements includes all of the following to the extent that any of these requirements govern the conduct of the parties to this Contract:

2.3.1. Applicable Law,

2.3.2 Officially promulgated and adopted rules and standards from OMHAS which requires compliance by Providers,

2.3.3 The most recent Fairfield County Community Plan as approved by OhioMHAS is provided either in hard copy or with web link in Attachment 1.

2.3.4 The requirements of this Contract.

2.4 CCO means a chief clinical officer who meets the requirements of O.R.C. 5122.01(K).

2.5 Claim means a bill for Mental Health and/or Alcohol & Drug Addiction Services submitted in an electronic format in accordance with applicable Great Office System Helper, hereafter referred to as GOSH, requirements.

2.6 Client means a person required to be served under this Contract.

2.7 Contract shall mean this agreement and any and all attachments, exhibits, and addenda.

2.8 CPT Codes refers to 5-digit codes for Current Procedural Terminology as developed and maintained by the American Medical Association. In 1983 CPT codes were to be used for all Medicare billing. Beginning January 1, 2018, they are used for billing all behavioral health services in Ohio. All CPT Codes associated with a service category in the appendix (counseling, assessment, psychiatry, case management, etc.) will be accepted when an agency bills that particular service code to the Board.

2.9 GOSH – Great Office System Helper.

2.10 Material includes, but is not necessarily limited to, a substantial change in any of the following:

2.10.1 The quality of services required to be provided under this Contract as approved by the ADAMH Board and a majority of its provider network.

2.10.2 The quantity, scope or duration of such services.

2.10.3 The ability of a client to access such services.

2.10.4 Reallocation of Board funding of 5% or up to \$5,000 between program budgets within the agency's total allocation is permitted (excluding between treatment and prevention) without prior approval of the Board. Reallocation of dedicated grant funds is prohibited. Please consult Appendix A for reallocation procedures.

2.10.5 Corporate business structure or administration which significantly affects the Provider's ability to carry out its duties under this Contract or applicable requirements.

- 2.11 O.A.C.** refers to the Ohio Administrative Code and any amendment made effective during the term of this Contract.
- 2.12 ODJFS** refers to the Ohio Department of Jobs & Family Services.
- 2.13 OhioMHAS** refers to the Ohio Department of Mental Health and Addiction Services.
- 2.14 OhioMHAS Agreements and Assurances** Agency agrees to abide by terms of current OhioMHAS Agreements and Assurance Statements or any updates, based upon the agency's state certifications and source(s) of funding received. If provider is to receive any OhioMHAS funding through the board, they will receive a copy of the Agreements and Assurances to review and sign and return to the board within 30 days of receipt. (See Contract Addendum.)
- 2.15 O.R.C.** refers to the Ohio Revised Code and any amendment effective during the term of this Contract.
- 2.16 Publicly funded** means funded in whole or in part by any funds administered by the ADAMH Board from Federal, State or Local governmental sources or from local levy or match paid by another public entity. This contract excludes Medicaid funding.
- 2.17 Outcome Reports** means the agreement between the ADAMH Board and the Provider which is Attachment 4.
- 2.18 Subcontract** shall mean any agreement, other than an employment agreement between the Provider and any other person, corporation or other entity under which such person, corporation or other entity is obligated to perform client services which are required to be performed by the Provider under this Contract.

Article 3 Requirements Applicable to the Parties

- 3.1 General Requirements.** The parties shall perform their respective duties under this Contract in accordance with applicable requirements. The duties to be provided by Provider under this Contract are set forth in the attachments, exhibits, and addenda attached hereto and incorporated herein.
- 3.2 Coordination of Services.** The parties shall work together coordinating the development of services and service delivery with other ADAMH Board Network of Care Contract agencies that serve residents of Fairfield County.
- 3.2.1 ADAMH Board funds can be used as match funds when applying for resources from alternate funding sources for mental health or addiction related services that will be provided to Fairfield County residents only with the advanced approval of the ADAMH Board.
- 3.2.2 Notifying the ADAMH Board within 10 working days of contracting with alternate funding sources for resources for mental health or addiction related services that will be provided to Fairfield County residents. Additional non-Board funds will not

reduce the value of this contract as long as the additional non-Board funds are used for new or increased services not covered under this contract.

3.3 Alternative Funding Sources. The Provider shall make reasonable efforts to identify and obtain other available Federal, State, Local and private funds that the Provider may be eligible for and to cooperate with the ADAMH Board for any such funding that ADAMH identifies. The ADAMH Board shall take reasonable steps to assist the Provider in such efforts upon request by the Provider. The Provider is prohibited from billing ADAMH and a duplicate source such as Medicaid or Medicare which would essentially mean that the ADAMH Board is supplementing these Federal and State Programs.

3.4 HIPAA Compliance. The parties shall cooperate in operationalizing requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), HITECH, and all other applicable state and federal privacy and confidentiality requirements. Each party shall take necessary reasonable steps to comply with HIPAA requirements, including the following:

3.4.1 If one of the parties agrees to use or disclose protected health information on behalf of the other party, both parties will enter into a business associate agreement prior to such use or disclosure. The elements of such agreements shall conform to HIPAA requirements.

3.4.2 The parties shall cooperate in determining how information will be transmitted to conform with requirements related to electronic data interchange (EDI). If necessary, the parties will enter into a Trading Partner Agreement which defines the duties of the parties for EDI transmissions.

3.4.3 The parties shall cooperate assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements which will address joint security issues.

3.5 Conflicts of Interest. The parties agree that conflicts of interest and additional agreements and/or contracts by either party, which in any way may impact either party's performance of this contract, will be presented with the agreement prior to any work being completed on any said project that involves an employee or Board Member of each party. If any employee or Board member of either party is conducting work for the other party, each party shall be given 30 days prior written notice. See also Article VIII.

Article 4. General Service Requirements

4.1 Scope. The requirements of this Contract apply to all services which are purchased by ADAMH Board as provided in this Contract.

4.2 Services and Staff. The Provider shall deliver the service set forth in the financial appendices in Exhibit A and shall assure that all staff will have adequate training to perform these services in accordance with applicable requirements.

4.2.1 Priority in funding and contracting will be given to Evidence Based Practices and Programs. Agencies should make every effort to provide EBP and to disclose which programs and services meet this criteria.

4.3 General Assurances of the Provider Required by OhioMHAS

4.3.1 In accordance with the Ohio Revised Code 125.111, the Provider agrees:

- a. In the hiring of employees for the performance of work under the contract, the Provider shall not, by reason of race, color, religion, sex, age, disability or military status as defined in section [4112.01](#) of the Revised Code, 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 the contract relates;
- b. That the Provider, or person acting on behalf of the Provider, in any manner, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section [4112.01](#) of the Revised Code, national origin, or ancestry.
- c. The Provider will have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section [122.71](#) of the Revised Code. Annually, the Provider shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

4.3.2 The Provider shall not discriminate in its employment practices and shall provide services in accordance with Federal and State statutes or regulations concerning nondiscrimination on the basis of race, ethnicity, age, color, religion, sex, national origin, sexual or affectional orientation, disability, economic circumstance, HIV infection, AIDS – related complex or AIDS, and veteran status,

4.3.3 The Provider shall have a plan of affirmative action as required by O.R.C. Chapter 340 which covers groups set forth in O.R.C. 122.71 (E)(I).

4.3.4 The Provider shall maintain compliance with applicable certifications and licensure standards.

4.3.5 The Provider shall develop and implement reasonable policies which require that Services are not denied to a client solely because of behavior which is symptomatic of the illness or condition causing the client to need services under this Contract. Notwithstanding the foregoing, the Provider retains the right to determine its ability to provide services to any client, to make appropriate referrals when it is clinically indicated, and facilitate appropriate linkages.

4.3.6 No client shall be denied service solely because of refusal to accept other services offered by the Provider.

4.3.7 Services shall be provided in the least restrictive, most natural setting which is available and appropriate for the needs of the client.

4.3.8 Services shall be culturally competent and shall respond effectively to:

- a. The individual's needs and values present in all cultures, including, but not limited to, the African-American, Appalachian, Asian, Latin, Hispanic and Native American cultures,
- b. The needs of persons with disabilities, including persons who are hearing impaired,
- c. The needs based on each client's gender and sexual orientation,
- d. The needs based on each client's age.

4.3.9 Prevention and/or treatment services provided under this Contract shall be coordinated with the provision of other services appropriate to the needs of the individual being served.

4.3.10 The Provider shall operate facilities and programs in accordance with applicable requirements relating to client safety.

4.3.11 The Provider shall provide services in a manner which minimizes barriers to care in accordance with applicable requirements.

4.3.12 The Provider shall provide such other assurances as may be required by OhioMHAS or other Governmental funding sources that are under Board management.

4.4 No Interruption. Services and payments shall be provided without significant interruption until termination of the Contract and in accordance with the terms of the Contract except as provided in this Contract.

4.5 Residency eligibility for services

4.5.1 Residents of Fairfield County, as defined under O.R.C. 5122.01(S), shall be eligible for services of the Provider under this contract.

4.5.2 Emergency/crisis intervention shall be provided based on need without regard to the county of residence of the client. Procedures for providing emergency care and payment for such care shall be in accordance with guidelines from OHIOMHAS.

4.6 Transfer and Termination of Services

4.6.1 The Provider shall not transfer or terminate services to any client until one of the following has occurred:

- a. Services have been voluntarily terminated,

- b. The treatment or crisis plan has been completed,
- c. Appropriate referrals and linkages have been developed and offered to the client,
- d. A client who is not eligible for Medicaid services has permanently left Fairfield County with the intent to change residence,
- e. A client has died or permanently left the state of Ohio with the intent to change residence.
- f. Provider reserves the right to terminate clients on the basis of refusal to pay fee for services per signed fee agreement, demonstrated lack of treatment readiness as evidenced by the pattern of failed appointments with the understanding that no client who is currently dangerous to self or others is terminated.

4.6.2 The Provider shall seek alternative services for any client who is not making progress and for whom further services from the Provider are not clinically indicated.

The Provider shall not transfer an individual because of lack of progress unless there is adequate documentation of efforts to provide alternative services within programs operated by the Provider and transfer to another Provider is clinically appropriate. Notwithstanding the forgoing, the Provider retains the right to determine its ability to provide services to any client, to make appropriate referrals when it is clinically indicated, and facilitate appropriate linkages.

4.7 Subcontracts

4.7.1 Services under this contract shall not be subcontracted without prior written approval of the ADAMH Board, subject to such conditions as the ADAMH Board may determine in its sole discretion.

4.7.2 The requirements stated in sections 4.7.1 shall not be applicable to Provider's contracts for professional services from individuals who are providing the services under the control or supervision of the Provider or to services that are not funded by the ADAMH Board.

4.8 Crisis Intervention and Referral Procedures. Provider will assure all persons seeking publicly funded services will receive a copy of the Board crisis intervention brochure and is aware of the 24/7 crisis intervention telephone number and availability of the Board funded 24/7 face-to-face crisis intervention services.

4.9 GOSH Enrollment. The Provider shall enroll all persons seeking publicly funded services in accordance with the following procedures and in accordance with applicable requirements.

- 4.9.1 The Provider shall collect all information necessary to enroll an individual in accordance with GOSH requirements. Such information shall be transmitted to the ADAMH Board.
- 4.9.2 In situations where services being provided to an individual are either emergency or crisis intervention services, the Provider shall put forth all reasonable efforts to collect all information necessary to enroll the individual and/or to process all related claims through GOSH.
- 4.9.3 The ADAMH Board shall provide the Provider with a unique client identifier upon receipt of information required in section 4.9.2. The Board shall make a reasonable effort to provide UCI numbers within two working days of that receipt.
- 4.9.4 The ADAMH Board will enter information into GOSH which is required for processing claims. All releases, consents to treatment and other forms which are necessary for enrollment shall be maintained with the Provider.
- 4.9.5 The provider will share the "Fairfield County ADAMH Privacy Notice" with the individual being enrolled in GOSH and ensure that the client signs the "GOSH Consent Form", The signed "GOSH Consent Form" will be uploaded into GOSH. Payments through GOSH will not be made until a signed form is uploaded. ADAMH will pay the provider a small fee through GOSH per enrollment to compensate for the administrative burden of this process.
- 4.9.6 The Provider shall notify the ADAMH Board when circumstances are such that Provider is aware or has reasonable basis to be aware when any of the following has occurred:
- a. The client has died,
 - b. The client has moved to another county or state.

4.10 Status of Insurance Coverage Accepted by Provider. Provider will furnish a list of the insurance plans accepted by the Provider to the ADAMH Board and Mental Health America's Designated Service Navigator no later than July 1 of each year. Changes to this list will be transmitted to the Mental Health America's Designated Service Navigator ADAMH Board by the Provider within 10 days of any change.

4.11 Referral of Clients Who Are Unable to Be Served by Provider. Provider will refer all prospective clients whose insurance is not accepted by the Provider to 211/Information and Referral.

4.12 Notice of fund-raising. The Provider shall notify the ADAMH Board of any significant fund-raising activities in Fairfield County.

Article 5 Administration

5.1 Provider Autonomy. The Provider is an independent and self-governing, non-profit corporation and retains the ultimate responsibility for the care and treatment to those to whom services are rendered under this Contract. The ADAMH Board recognizes the Provider as a self-governing, non-profit corporation in carrying out its duties under this Contract. The ADAMH Board recognizes that the Provider has full and sole authority to determine its governing structure and the matters relative to its employees.

The Provider recognizes that the agency is responsible for agency cash flow and revenue to meet the organization's needs. The Provider recognizes it is not within the purview of the ADAMH Board to provide funding in the form of grants or loans to address agency cash flow or loss of revenue. The Provider recognizes that the ADAMH Board is responsible to assure mental health and addiction services, within its financial constraints, are available to Fairfield County residents.

5.2 Training Technical Assistance and Consultation. The ADAMH Board shall provide the Provider with training, technical assistance and consultation when such services are reasonably necessary to meet applicable requirements.

5.3 Required Advertising. For those services funded by the ADAMH Board, the Provider's letterheads, advertisements, website(s), social media, brochures and other promotional materials shall include a statement that the Provider is an independent Contract agency of the ADAMH Board serving Fairfield County and the ADAMH Board's current logo will be displayed in a prominent place. Provider agrees to display a "Fairfield County ADAMH Network of Care" Provider sign in the lobby or other prominent public location. Provider will forward copies of all materials to the ADAMH Board not less than 5 business days before posting or use. Displays at any kind of event shall include recognition of the ADAMH Board as a funder; the Board will provide such items for the agency's use, if needed.

5.4 Professional Services Plan. The Provider shall not make material changes in its services or make changes in its Agency Services Plan or equivalent which materially affect services under this Contract unless such changes have been approved in advance in writing by the ADAMH Board. Agency will forward a copy of its most recently approved Professional Services Plan to the Board Office with its Contract documentation.

Article 6. Information and Reports.

6.1 General Access by ADAMH Board

6.1.1 The Provider shall provide ADAMH Board with information which is reasonably necessary to permit the ADAMH Board to:

- a. Monitor and evaluate the Provider's compliance with the terms of this Contract,
- b. Conduct its own investigation of any client grievance, and
- c. Perform its duties under applicable requirements.

6.1.2 Except under circumstances listed in Section 6.1.3 information shall be provided by the Provider during ordinary business hours and the ADAMH Board shall provide reasonable prior notice of the time, date and purpose of the visit.

6.1.3 The ADAMH Board may obtain immediate access to information without prior notice, including access to staff, individual client records and client accounts, when such information is reasonably related to allegations of abuse or neglect of a client being investigated in accordance with section 6.4 or to prevent imminent harm to clients. All requests will be channeled through agency administration.

6.2 Basic Documents. The Provider shall provide the ADAMH Board with the most recent versions of the following documents:

6.2.1 Articles of Incorporation and By-Laws for the Provider with the initial contract between the Board and Provider and within 30 days of any subsequent changes,

6.2.2 Evidence of certification and licensing as required under applicable requirements with the initial contract between the Board and Provider, within 30 days of any subsequent changes, and during Contract Monitoring Audit,

6.2.3 Draft Meeting Minutes from the Provider's Governing Boards when requested by ADAMH staff, usually during Contract Monitoring Audit. It is agreed that proprietary and confidential information will be redacted by Provider prior to sending/posting.

6.2.4 Quarterly or monthly Agency Financials within 45 days of quarter's or month's end, based upon an agency's public release of information and during Contract Monitoring Audit.

6.2.5 Professional Services Plan within 45 days of any material change and during Contract Monitoring Audit.

6.3 Format. Except for information or reports detailed in Section 6.23 and 6.24, including electronic publication on agency website, any information or report which is required under this Contract shall be submitted in the format prescribed or approved by the ADAMH Board.

6.4 Major Unusual Incidents and Client Grievances

6.4.1 The Provider shall conduct and report investigations of MUIs and Client Rights Grievances in accordance with applicable State requirements.

6.4.2 The Provider shall ensure that all major unusual incidents (MUIs) for clients enrolled in the Fairfield County plan are reported to the ADAMH Board, in accordance with applicable requirements, within 24 hours or on the next business day after discovery by the Provider of the MUI. Does not apply to the Provider's non-Fairfield County

ADAMH clients and purchased services, nor to Provider's employees who are not serving Fairfield County residents.

6.4.3 The ADAMH Board may conduct its own investigation of any MUI, any client grievance alleging abuse or neglect or any client grievance filed with the ADAMH Board.

6.4.4 The Provider shall make reasonable effort to cooperate with the ADAMH Board in implementing action to correct the conditions which have caused or contributed to abuse, neglect or patterns of MUI or Client Grievances

6.4.5 The Provider shall provide to the ADAMH Board an annual report reviewing all MUIs and Client Grievances, including additional follow-up as requested by the ADAMH Board.

6.5 Notice of Material Changes. Provider shall provide notice of any material changes to the ADAMH Board in any matters affecting services provided under this Contract.

6.6 Performance of Service over Contract Year. Unless otherwise agreed by both parties to this agreement in writing and advance, the services to be rendered pursuant to this agreement will be, Unless otherwise agreed by both parties to this agreement in writing and in advance, the services to be rendered pursuant to this agreement will be as evenly provided to consumers of the service as practicable over the course of the entire term of this agreement., evenly provided to consumers of the service over the course of the entire term of this agreement.

6.7 Program Goals and Outcomes Reports. The ADAMH board invests in programs where positive outcomes can be demonstrated.

6.7.1 A quarterly report described in the agency-specific language will be due to the ADAMH Board on the following schedule unless a different frequency of reporting is agreed upon:

July 1 – September 30 Progress Towards Program Goals and Outcomes due by October 31

October 1 – December 31 Progress Towards Program Goals and Outcomes due by January 31

January 1 – March 31 Progress Towards Program Goals and Outcomes due by April 30

April 1 – June 30 Progress Towards Program Goals and Outcomes due by July 31

6.7.2 Agencies who provide OHMAS certified clinical services will participate in the Ohio Behavioral Health Information System (OBHIS) managed by OHMAS. Agencies will enter their initial and follow up data and will list the Fairfield County ADAMH board as an agency to have access to their reports.

6.8 To Meet Provider reporting requirements. The Board will provide a list of services and the source of funds used to pay for those services. Such list will be provided by January 15 and July 15.

6.9 Per Ohio Revised Code 340.03(A)(12) Provider will ensure that any “housing built, subsidized, renovated, rented, owned, or leased by the board or the Provider has been approved as meeting minimum fire safety standards and that persons residing in the housing have access to appropriate and necessary services, including culturally relevant services, from a community addiction services provider or community mental health services provider. This division does not apply to residential facilities licensed pursuant to section 5119.34 of the Revised Code (340.03 (A)(12)).”

Article 7. Evaluation and Accountability

7.1 General. The Provider shall cooperate with the ADAMH Board in all monitoring activities, including, but not limited to program reviews, utilization review, audits and other program/clinical/fiscal monitoring. The parties shall work together cooperatively to comply with the requirements of OhioMHAS and other funders. Requests for information shall be made in accordance with the requirements of Section 6.1.

7.2 Documentation and Records

7.2.1 The Provider shall keep accurate, current and complete clinical records for each client in accordance with applicable requirements.

7.2.2 The Provider shall provide client and service information to the ADAMH Board in accordance with applicable requirements. Payment for services shall not be made until documentation necessary to support the billing has been provided in accordance with applicable requirements.

7.2.3 The Provider shall adopt a record retention policy in accordance with applicable requirements.

7.3 Accounting

7.3.1 The Provider shall maintain complete and accurate financial records with respect to all undertakings required by this Contract. The Provider is responsible for ensuring that its financial statements are fairly presented in accordance with generally accepted accounting principles, including, but not limited to standards set forth in Financial Accounting Standards Board (FASB) Nos. 116 and 117.

7.3.2 The Provider shall maintain its accounts on an accrual basis.

7.4 Audits

7.4.1 The Provider shall submit to an annual financial compliance audit conducted by an independent certified public accountant in accordance with generally accepted auditing standards.

7.4.2 The audit shall be conducted by a certified public accountant selected by the Provider. The Provider shall pay for all costs associated with the audit.

7.4.3 Due Date

- a. The Audits will be completed within 6 months of the end of the agency's fiscal year and a copy of the Audit shall be promptly provided to the ADAMH Board by the Provider's certified public accountant thereafter. If this deadline cannot be met, a letter requesting an extension shall be submitted prior to the end of that period for consideration.
- b. If a management letter has been generated, it shall be made available at the provider's place of business for review by ADAMH upon request.

7.4.4 In addition to the requirements of this section 7.4 a Provider which expends more than \$750,000 in federal funds shall comply with requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, as well as the current requirements of OhioMHAS. The memorandum of understanding shall prohibit the certified public accountant from disclosing any proprietary information to persons or entities other than the parties.

7.4.5 The ADAMH Board may request a meeting with the Provider's independent certified public accountant, whom the Board will be financially responsible for paying, and the Provider, and the ADAMH Board shall arrange such a meeting. A qualified opinion on the financial statements shall be accepted by the ADAMH Board if the ADAMH Board determines that the qualifications do not adversely affect the Provider's ability to perform its obligations under this Contract. In the event the audit contains findings in the Schedule of Findings and Questioned Costs, exceptions, or the event the Provider's records are deemed not auditable, then:

- a. The parties shall immediately arrange an audit conference.
- b. The Provider shall provide a written response within thirty (30) days to the ADAMH Board addressing any and all issues which were identified in the Schedule of Findings and Questioned Costs.
- c. The Provider shall correct deficiencies and submit a Corrective Action Plan (CAP) within thirty (30) days which meets the current requirements of OhioMHAS and is acceptable to the ADAMH Board.
- d. If the deficiencies are not corrected within thirty (30) days, or an acceptable CAP is not submitted, then the ADAMH Board may resort to the termination procedures set forth in Article 14.

7.5 Additional Audits

7.5.1 If the Provider is required to submit a CAP, the ADAMH Board may require the Provider to submit to a further examination to determine whether the deficiencies have in fact been corrected. Costs of additional audits shall be the responsibility of the Provider.

7.5.2 The Provider shall retain financial records for at least seven (7) years. These records should include payroll, account payables, all financial reports and claims.

Article 8. Conflicts of Interest

8.1 Prohibition. No member or employee of the ADAMH Board or prohibited family member of a member or employee of the ADAMH Board shall serve on the board of the Provider.

8.1.1 No member of the ADAMH Board or prohibited family member of a member of the ADAMH Board shall serve as an employee of the Provider.

8.1.2 An employee of the ADAMH Board or a prohibited family member of an employee of the ADAMH Board shall not serve as an employee of the Provider unless;

- a. Full disclosure of the relationship is made to the ADAMH Board and the Provider's Board: and
- b. The ADAMH Board and the Provider Board give written approval.

A. prohibited family member is a spouse, child, parent, brother, sister, grandchild, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, or a person who stands in the place of such a family member.

Recruitment of Clients. No employee of either party shall recruit clients receiving services under this Contract in their private practices.

Article 9. Transition Procedures

9.1 Applicability. This Article 9 shall apply when any service provided under this Contract is terminated for any reason or when this Contract is terminated for any reason including the dissolution or termination of the Provider's business.

9.2 General Requirement. The Provider shall work cooperatively with the ADAMH Board to assist in the transition of services and programs as needed to a Provider or Providers designated by the ADAMH Board. Throughout the transition, the parties shall take all steps reasonably necessary for continuity of client care and to protect client interests.

9.3 Client Records. To the extent authorized by the client and permitted under applicable law, copies of client records shall be transferred promptly to the designated Provider or Providers. In the event the Provider is ceasing all operations, the Provider shall comply with federal and state record keeping requirements.

Article 10. Standards for Rates and Fees

10.1 Reimbursement Rate. The ADAMH Board reimbursement rate for services provided hereunder by Provider will be established by the ADAMH Board. It is the intent of the Board to pay the Medicaid rates and abide by Medicaid guidelines associated with the behavioral health redesign for all services covered by Medicaid. Unit rates for non-Medicaid services are

contained in the financial appendix.

10.2 ADAMH Board Sliding Fee Scale and Provider Fee Schedule. [Does not apply to the Provider's non-Fairfield County ADAMH clients and purchased services, nor to Provider's employees that are not serving Fairfield County residents.] The Provider shall adopt a fee schedule for services rendered to clients which shall be based on, but not limited to, the cost of service which is independent of what the ADAMH Board will reimburse to the Provider. The fee schedule shall be provided to the ADAMH Board for informational purposes, which fee schedule is attached hereto as Exhibit B, and incorporated herein. The Sliding Fee Scale, if applicable, shall be established by the ADAMH Board and is attached hereto as Exhibit C, and incorporated herein.

10.2.1 Applicability of Sliding Fee Scale. The Sliding Fee Scale is discontinued for SFY25. However, Provider Agencies shall continue to collect income verification information which will be reviewed by ADAMH staff at contract monitoring time. Fairfield ADAMH will pay 100% of the unit rate for clinical treatment services at agencies with Outpatient Services in their contract for clients enrolled in GOSH who do not have Medicaid, Medicare, or commercial insurance. Fairfield ADAMH remains the payor of last resort. If a client should have one of these payor sources but need help covering certain services, the agency can submit a hardship request.

10.2.2 The ADAMH Board will determine if the sliding fee scale will remain discontinued each year. If it is reinstated, the ADAMH board will update the Sliding Fee Scale each year to reflect changes in the federal poverty guidelines. The new schedule will be effective on the 1st day of the new SFY, July 1st.

10.2.3 Daily Co-Pay Maximums. [RESERVED]

10.2.4 Duty to Refund Any ADAMH funded client for whom the Provider has received client payment, Board fees, etc. in excess of what the client owes for services, will have the overage refunded to the client or other 3rd party within 60 days of the Provider recognizing the overpayment.

10.2.5 Service Interruption

In cases of delay or interruption in provision of new or existing programs, Provider shall notify the Board as soon as possible but no later than within 10 business days; funds may be withheld during this delay or interruption of services. This delay or interruption may result in a reduction in the allocated amount based upon performance of outcomes.

10.3 Duty to bill

10.3.1 The Provider shall establish and implement appropriate procedures to recover costs of treatment from clients in accordance with the above required fee schedule.

10.3.2 The Provider shall establish and implement procedures to recover payment from third party payors. ADAMH Board reimbursement will not be requested before the first of the following two events occur: 1) third party payors verify non-coverage or 2) the provider has billed the payment source 3 times for the same service/date over the course of 90 days.

10.3.3 The Provider shall notify and reimburse the ADAMH Board in the event that the Provider receives payment from a third-party payer after receiving payment from the ADAMH Board for the same service.

10.4 Duty to appeal

In the event that payment by a third-party payer, including, but not limited to, Medicaid, has been denied and there is a reasonable basis for appeal, the Provider shall either:

10.4.1 Take steps reasonably necessary to perfect and pursue appeals of denial of payment by third party payors or

10.4.2 Provide to the individual or entity filing the appeal, information reasonably necessary to pursue the appeal, to the extent that such information may be released in accordance with applicable requirements.

10.5 Budget Revision Requests. The Provider and the ADAMH Board shall work cooperatively to process requests for budget revisions in a timely manner. The Provider shall submit complete and accurate information in writing to support the agency-initiated request no more than one (1) per quarter, and the ADAMH Board shall process requests as soon as possible and within 60 days upon receipt. Please see Appendix A to this contract that describes the contract modification process.

Article 11 Payments by ADAMH Board

11.1 General. The ADAMH Board shall make payment required under this Contract for services rendered under this Contract.

11.1.1 Unless this Contract specifically provides otherwise, all reimbursements shall be made in full for services actually provided and for which there is appropriate documentation as set forth in this Contract.

11.1.2 The Provider and Board will identify all funding streams that can be billed through GOSH and include relevant codes in the Contract appendices. Agency will seek reimbursement for services through GOSH claims submission process unless otherwise agreed to in writing.

11.1.3 Payment shall be made in accordance with applicable requirements.

11.1.4 The maximum aggregate amount of payment for services under this Contract shall be set forth in Exhibit A, not to exceed the amount set forth in the Article I 1.4 herein.

11.1.5 There shall be no alteration in the amount of payment or the allocation of such payment without prior notice as set forth in Article 15, unless the parties have agreed to such changes in writing.

11.1.6 Invoices and claims for all Contract services for the previous fiscal year must be received by the ADAMH Board no later than September 30 to be considered for payment, unless the terms of a state or federal grant indicate alternate specific requirements. In this case the provider will have all services under the grant billed by the date specified by ADAMH in the agency specific language. Any billing after these deadlines will not be paid.

11.1.7 If ADAMH is paying provider on a grant basis, provider will not bill for personnel costs associated with the project in excess of the actual hire and working date of said personnel.

11.2 Payment Schedule

11.2.1 The Provider must submit electronic claims for services. Payment to the Provider will be made in accordance with applicable requirements after valid claims have been completely processed by the GOSH system.

The ADAMH Board reserves the right to purchase clinical services outside of the GOSH system when it is not feasible to submit claims for services. The Provider shall make clinical notes available for the Board's review upon request for all invoiced services paid for by the Board.

11.2.2 The ADAMH Board and Providers understand that payment will be made promptly, defined as within 30 days of receipt of invoice, unless available cash is insufficient for reimbursement. The ADAMH Board will notify the Provider in the event that anticipated payment would not be made within 30 days of receipt of invoice.

11.2.3 The ADAMH Board cannot process invoices during the Fairfield County Auditor's year-end closure lasting roughly 4 weeks. At the discretion of the ADAMH Board, the Board may pre-pay Provider for services during the year end Fairfield County Auditor closure for cash flow purposes.

11.3 Restrictions on Payment

11.3.1 The ADAMH Board shall not make payment to the Provider in excess of the total Contract amount allocated to the Provider on page 1 of the Contract unless such payment is required under applicable law. The Provider is not required to provide services beyond the limits of this contract as long as the terms of section 4.6.1 have been fulfilled.

11.3.2 If the ADAMH Board has made a determination, based on substantial evidence, that there has been a violation of Article 10 or this Article 11 or Provider has otherwise breached this contract, then the ADAMH Board shall have the right to set off the amount in dispute from future payments which are due under this Contract, subject to dispute resolution sections.

11.3.3 The ADAMH Board shall be the payer of last resort.

11.3.4 No payment shall be made if such payment is not permitted under applicable law. If there is a dispute as to whether a payment is permitted under Federal or State law, the

matter shall be submitted to OhioMHAS, whose decision shall be followed pending the exhaustion of the procedures as set forth in Article 13 and Article 14 or until no further administrative or judicial appeals are permitted through waiver or otherwise.

11.3.5 A payment under this Contract may be suspended if any information or report listed below is not promptly submitted in accordance with terms of this Contract or is not made available for inspection in accordance with terms of this Contract, except that payment may only be suspended until such information is furnished or access to information is permitted. List of Documents includes the following, as applicable to this provider, and under the deadline and requirements as documented in the applicable section of this contract for each item:

- a. Accurate billing information. The Board and the Provider will work in good faith and make every effort to mutually accommodate any issues with claims being processed. If the ADAMH Board is unable to process a claim file within the required time frame and it is unable to be determined which billing system, Provider or ADAMH Board, is at fault, the agency may request that the ADAMH Board pay the claim based on the amount of the claim file and reconciliation will be made when the claim file is resolved.
- b. Documentation of the content of the Services and Programs being paid based on Agency Specific Contract Language.
- c. Evidence of insurance as required in Article 12.
- d. OhioMHAS Agreements and Assurances, completed and signed by provider.
- e. Articles of Incorporation and By-Laws for the Provider with the initial contract between the Board and Provider and within 30 days of any subsequent changes,
- f. Evidence of certification and licensing as required under applicable requirements with the initial contract between the Board and Provider, within 30 days of any subsequent changes, and during Contract Monitoring Audit,
- g. Draft Meeting Minutes from the Provider's Governing Boards when requested by ADAMH staff, usually during Contract Monitoring Audit. It is agreed that proprietary and confidential information will be redacted by Provider prior to sending/posting.
- h. Quarterly or monthly Agency Financials within 45 days of quarter's or month's end, based upon an agency's public release of such information and during Contract Monitoring Audit.
- i. Professional Services Plan within 45 days of any material change and during Contract Monitoring Audit.
- j. Annual Financial Audit as outlined in Section 7.4 of this contract.

- k. Major Unusual Incidents, Allegation of neglect and Abuse and Client Right complaints- access to individual occurrences as well as summaries.
- l. Program Outcomes as specified in Attachment 4 of this contract.
- m. Additional reports required by OhioMHAS or other funders to ADAMH.

11.3.6 No payment shall be withheld unless the ADAMH Board has given the Provider notice of the ADAMH Board's intent to withhold payment and a statement of the reasons for the proposed action. Notice shall be in writing and received by the Provider not less than ten working days prior to the withholding of payments.

11.3.7 No payment shall be withheld if a report or information listed in Section 11.3.5 is not provided because of the ADAMH Board's failure to provide the Provider with information necessary to complete the Provider's reporting responsibilities.

11.4 Loss of Funds

11.4.1 The ADAMH Board is not required to make reimbursement in full or in part if funds available to the ADAMH Board have been substantially reduced or eliminated. In addition the Provider is not required to provide services to ADAMH Board clients when funds have been substantially reduced or eliminated.

11.4.2 In the event ADAMH Board actually receives notice from a funding source that funding from that source shall be substantially reduced or eliminated, the ADAMH Board shall notify the Provider within seven business days of the funding reduction decision that funds will be decreased or eliminated.

In the event that funds for one or more services or programs are eliminated, the Provider shall continue to provide such service or program until the Provider and ADAMH Board have arranged for alternative services or for a period of sixty (60) days after receipt of the notice required under Section 11.4.2, whichever period is shorter. The ADAMH Board shall pay for services actually provided by the Provider during such period.

11.5 Purchase of Service Payments (POS).

The ADAMH Board shall purchase services based on units actually provided at a rate which shall not exceed the Reimbursement Unit Rate for each service as defined in this Contract and in accordance with the appendix/appendices in Exhibit A.

11.6 Prepayment of Services

The ADAMH Board pays contract providers for services provided on a reimbursement basis. That is, the provider bills the Board for services rendered and the Board pays for the services. The Board is not obligated to any contract provider to guarantee advanced program payments but is authorized to consider making prepayments in specific situations. The Board may approve program prepayments when arranged in advance in writing in the Board-Provider Contract.

11.6.1 In some instances, a provider may need to be paid on a prospective basis before the services are rendered. Examples of circumstances include:

- a. It is a new program that requires start-up funds (e.g., materials, new personnel, etc.).
- b. A good or service is being purchased by the provider on behalf of the Board that requires a large outlay of funds to an outside entity (e.g., purchase of detox).

11.6.2 Provider who requests that its services be paid on a prospective basis at the time the Board approves the funding, and the Board agrees, will be paid on a prospective basis. These will specifically be identified in the Agency-Specific Language of this contract.

11.6.3 Program funds may continue to be advanced throughout the contract contingent upon receipt(s) for expenditures of prior advanced funds and evidence of satisfactory program implementation on a case-by-case basis.

11.6.4 The Provider shall be obligated to initiate and return any funds advanced by the Board but not required for the purpose given. For example, if \$X are provided for SFY 2023 wrap around and not all are needed, the remaining funds will be returned to the ADAMH Board no later than August 31 of the following fiscal year or in this example, August 31, 2023.

11.6.5 The maximum amount of a pre-payment will be for up to one quarter (25%) of a program's award amount.

11.6.6 Only ADAMH Board local levy dollars will be used for pre-payment of services.

11.7 Additional Payments. If it is determined that funds are available, the ADAMH Board in its sole discretion may consider and render payment for services in excess of allocated amounts stated in the appendices. Requests for additional payments for services will be considered by the ADAMH Board only if all of the following conditions have been met:

11.7.1 Provider has delivered services in excess of the allocated number of units stated in the Financial Appendix (Exhibit A);

11.7.2 Provider has not received payment from any other source for such excess services;

11.7.3 Provider has submitted appropriate documentation as set forth in this Contract and a written request to the ADAMH Board at the end of the term of this Contract requesting payment for the excess services delivered.

11.7.4 ADAMH Board being in its sole discretion that it has the financial resources available to make the additional payment and/or jeopardize other responsibilities.

11.8 Prevention Services Payments. Payment to the Provider for Prevention Services shall be administered in accordance with the following conditions.

11.8.1 Provider must obtain ADAMH Board's approval of its Prevention Services Plan;

11.8.2 The ADAMH Board shall pay the Provider on the basis of pseudo claims submitted for service through GOSH based on agreed upon unit rate; and

11.8.3 Provider shall submit applicable quarterly reports on Prevention Services to the ADAMH Board.

11.9 Block Grant Payments. Block grants shall be administered in accordance with the conditions of the grant.

11.10 Title XX Reimbursement. The ADAMH Board shall reimburse for Title XX services which are submitted in accordance with applicable requirements.

11.11 Other Methods of Payments. The ADAMH Board may make payments through methods other than those listed in this Article 11 with consent of the Provider.

11.12 Relias Online Learning. In consideration of the use of the Relias Online Learning software, the Provider agrees to be bound by the terms and conditions including, but not limited to intellectual property and matters of confidentiality and ownership which are contained in the Contract between the Fairfield County ADAMH Board and Relias (see Attachment 2).

11.13 Mental Health First Aid. [Does not apply to the Provider's employees that are not serving Fairfield County residents.] The Provider will have each non-clinical staff person at the agency participate in Mental Health First Aid Training (MHFA) or Youth Mental Health First Aid (YMHFA) at no cost to the Provider to obtain and maintain MHFA certification. The Provider will submit an invoice for the staff person's time (regularly hourly rate of pay x 8 hours) and a copy of the MHFA Certificate of Completion to the Board for reimbursement within 30 days of the date of training.

11.14 Clinical Expertise Capacity Development. The Board may from time to time make other clinical trainings available at no cost to the Provider. Such opportunities will be sent in writing to the Provider explicitly stating the terms of reimbursement offer. The Provider will submit an invoice per the terms of the offer and a copy of the Certificate of Completion to the

Board for reimbursement within 30 days of the date of training. Provider will acknowledge the ADAMH Board as funder of the training if subsequent trainings are offered by Provider.

11.15 Contract Reconciliation. The Provider and the ADAMH Board will work together in good faith to assure services rendered are paid for and that any underpayments or overpayments are paid to the other party within 60 days of discovery. Irrespective of any such mid-year reconciliation, beginning on November 1st of the following fiscal year a final reconciliation will take place and be finalized by December 31st and funds will be transferred between the Board and Provider based upon the reconciliation results.

Article 12. Insurance

12.1 General Liability. The Provider shall carry comprehensive general liability insurance in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.

12.2 Professional Liability. The Provider shall carry professional liability insurance providing single limit coverage in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.

12.3 Abuse/Molestation. The Provider shall carry Abuse/Molestation coverage providing single limit coverage in an amount of at least \$1,000,000 per Occurrence with an annual single limit of at least \$1,000,000.

12.4 Employers' Liability. The Provider shall carry employers' liability insurance in an amount of at least \$500,000.

12.5 Automobile. The Provider shall insure that there is automobile liability insurance for passenger vehicles for all such vehicles used to transport clients, whether such vehicles are owned by the Provider or its agents or employees with combined single Liability limits of at least equal to the general per occurrence liability limits set forth in section 12.1, above. Hired and non-Owned Auto Liability coverage should be included in the Auto coverage form.

12.6 Workers' Compensation. The Provider shall provide evidence of proper worker's compensation coverage.

12.7 Employee Dishonesty. It is recommended that the Provider provide coverage against employee dishonesty. In the event that the Provider elects not to provide coverage for employee dishonesty, the Provider shall assume all risk for losses arising from employee dishonesty and the ADAMH Board shall not make any payments to cover losses incurred as a result of employee dishonesty.

12.8 Other Insurance. The Provider shall carry Directors and Officers Insurance and Errors and Omissions Insurance. Each type of coverage shall be in an amount of at least \$1,000,000 per occurrence with an annual aggregate limit of at least \$1,000,000.

12.9 Claims-made Policies. In the event that the Provider meets any of its obligations under this Article 12 by obtaining a "claims-made" policy, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis:

12.8.1 Unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy retroactive date and before the end of the policy period (tail coverage), or

12.8.2 Continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for similar coverage while the Provider was under Contract with the ADAMH Board.

12.10 Additional Insured. The ADAMH Board shall be named as an additional insured for all insurance coverages required under 12.1 through 12.5 inclusive and the Provider's umbrella policy if one is purchased.

12.11 Evidence of Coverage. The Provider shall provide the ADAMH Board with a certificate of insurance evidencing each type of coverage required or provided under this Article 12 and shall provide the ADAMH Board notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Provider receives such notice.

Article 13. Dispute Resolution

13.1 General Procedures

13.1.1 Dispute resolution procedures under this Article 13 shall apply to disputes arising out of the termination, renewal or non-renewal of this Contract, disputes arising out of services or programs covered by this Contract as well as all disputes, claims or disagreements arising from or relating to this Agreement or breach thereof. Disputes arising out of clinical issues which involve client care shall be resolved under Section 13.2. All other disputes shall not be subject to any requirement for dispute resolution under this Contract and may be pursued by the parties under applicable law.

13.1.2 If a dispute subject to this Article 13 arises, then the parties shall meet at least once to resolve the issues prior to the expiration of 60 days.

13.1.3 The parties shall engage in good faith efforts to resolve disputes informally.

13.1.4 If a dispute subject to this Article 13 arises, then either party may require the other party to convene a meeting of the board of directors of the other party to review and discuss the dispute.

13.1.5 If a dispute subject to this Article 13 arises, then if the parties cannot agree informally to a resolution of the dispute, then the matter may be submitted to OhioMHAS for further proceedings:

- a. Any decision by OhioMHAS shall be non-binding.
- b. The decision by OhioMHAS shall be presented to the ADAMH Board and the Provider's board of directors and shall be made a part of the record of any further proceedings, regardless of forum.
- c. In the event that either party rejects the decision of OhioMHAS, then it shall provide written reasons which shall also be a part of the record of any further proceedings, regardless of forum.

13.1.6 At the conclusion of the review by OhioMHAS, the ADAMH Board shall make a final decision which is subject to review under O.R.C. Chapter 2506.

- a. Proceedings shall meet due process requirements under Chapter 2506 and the ADAMH Board shall make a record.

- b. Hearing and decision shall be complete not later than 60 days from the date that the non-binding decision is issued by OhioMHAS.
- c. Nothing in this Section 13.1.6 shall be construed as limiting the rights of the parties to any other available legal remedies.

13.1.7 The status quo shall be maintained during the pendency of the review by OMHAS through final decision by the ADAMH Board.

13.2 Clinical Disputes. If a dispute arises concerning clinical issues involving appropriate client care under standards agreed to by the parties, then the ADAMH Board and Provider shall attempt to resolve the matter as follows:

13.2.1 Any dispute regarding clinical issues involving client care shall be initially resolved by the Provider. If the Provider cannot resolve the issues the matter shall be resolved as set forth below in section 13.2.2.

13.2.2 The Executive Directors of the ADAMH Board and Provider shall meet for discussion regarding the dispute. If this does not produce results satisfactory to both parties then the matter shall be resolved as set forth below in section 13.2.3.

13.2.3 The matter shall be referred to a neutral third party selected by agreement of the parties. In the event that the parties cannot agree on a neutral third party, the parties shall request that the Medical Director of OMHAS appoint such neutral third party. Decisions of the neutral third party shall be final and binding.

13.2.4 The ADAMH Board reserves the right to proceed to Section 14.2 if there are multiple clinical disputes with the Provider or if the clinical dispute with the Provider is serious enough to bypass the parameters established under this section.

Article 14. Modification, Renewal and Termination

14.1 Modifications. This Contract, including, without limitation, the term, may be modified exclusively by the mutual consent of the parties in writing.

14.2 Termination

14.2.1 This Contract may be terminated by the ADAMH Board without the requirement for the 120-day notice referenced in 14.3 herein under any of the following circumstances:

- a. Provider loss of certification and/or license and/or accreditation;

- b. Serious and imminent risk to the health or safety of one or more clients;
- c. Bankruptcy, dissolution, receivership or other court order which effectively removes the Provider from control of services.

14.2.2 This Contract may be terminated by the Provider without the requirement for the 120-day notice referenced in 14.3 if the ADAMH Board fails to make reimbursements as required in this Contract or if there are other material, uncured breaches of duties of the ADAMH Board under this Contract.

14.2.3 Procedure

- a. If either party believes that the conditions listed in Sections 14.2.1 or 14.2.2 exist, then the party shall notify the other party in writing of such fact.
- b. Immediately upon such notification, the parties shall arrange a meeting with OMHAS, as appropriate, to review whether conditions warranting termination exist.
- c. If OMHAS agrees that conditions warranting termination exist, then the parties shall cooperate in an immediate transfer of programs and services to an alternative Provider, if applicable. If OMHAS does not agree that conditions warranting expedited termination exist, then the matter will be resolved in accordance with Article 13. For as long as services under this contract continue to be delivered by the Provider, the Provider will be paid for its services.

14.3 Proposed Contract Changes

14.3.1 If either party proposes to make changes in the Contract terms, the party desiring to make such changes shall give the other party notice of the proposed changes at least 120 days before the expiration of this Contract. The notice of proposed changes shall conform to the requirements of Section 14.6.

14.3.2 The parties shall engage in good faith efforts to negotiate a new Contract.

14.3.3 In the event the parties are unable to negotiate a new Contract, then either party may give the other notice of non-renewal in accordance with Section 14.4, which notice shall be given as soon as practicable.

14.3.4 In the event a notice of non-renewal is served under these circumstances, then the Contract shall be extended as necessary to provide the other party with 120 days' notice of termination.

14.4 Non-Renewal. In the event either party proposes not to renew this Contract for the next fiscal year to begin on July 1st of each year, written notice of non-renewal shall be given to the other party at least 120 days prior to the expiration of this Contract.

14.5 Dispute Resolution. Any dispute arising under this section shall be subject to the dispute resolution procedure as set forth in Article 13.

14.6 Content of 120-day Notice

14.6.1 In the event that either party is required to provide a 120-day notice under applicable Ohio Law, ADAMH Board policies or this Contract, the notice shall include all of the following to be set forth in writing and delivered to the other party:

- a. A summary of the rationale for the proposed Contract change, non-renewal, or termination and
- b. A Summary of the following:
 - i. A summary of the nature and approximate scope of the projected change, and
 - ii The approximate timing of the projected change and,
 - iii. If relevant, a reasonably approximate estimate of the financial impact of the projected change.

14.6.2 The content of the notice required under Section 14.6.1.b shall be based on information which is reasonably available at the time of the issuance of the notice and may be supplemented by information after the date of the notice.

14.7 Transition Requirements Continue. In the event that services are terminated under Section 14.2 the requirements of Article 9 shall remain in full force and effect until the completion of the transition.

14.8 Automatic Renewal. In the event neither party provides any of the Notices set forth in this Article on a timely basis then the Contract will renew for another 120 days beginning July 1st and ending October 29th to allow the parties to wind up their relationship. During any such Automatic Renewal the parties shall be subject to all provisions of this agreement including but not limited to this Article. Nothing in this section precludes either party from mutually agreeing in writing to renew this Contract for an additional one (1) year term.

Article 15. Miscellaneous

15.1 Attachments and Exhibits. The attachments and exhibits are hereby incorporated as a part of this Contract. In the event that any section of any attachment or exhibit is inconsistent with any requirement of this Contract, the terms of this Contract shall be binding on the parties.

15.2 Entire Agreement. It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.

15.3 Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article 14 of this Contract.

15.4 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the courts of the Fairfield County, Ohio, and the United States District Court for the Southern District of Ohio, Eastern Division.

15.5 Captions. The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

15.6 Waiver. The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

THE FAIRFIELD COUNTY ADAMH BOARD

John E. Paul

, Chair

4/25/2024

Date

Marcy Fields

Marcy Fields, Executive Director

4/24/2024

Date

Board Chair

Date

President/CEO/Executive Director

Date

Appendix A

Provider Contract Modification Procedure

(Available for download at

<http://go.boarddocs.com/oh/fairfieldcoadamh/Board.nsf/goto?open&id=CTLKD6514E2B>)

PURPOSE:

To describe how the ADAMH Board will process provider requests for contract modifications.

PROCEDURE:

1. Provider Completion of Contract Modification Request Form.

Providers who need to request contract modifications during the fiscal year will need to complete the attached Contract Modification Request Form. Reasons the Provider needs to request a Contract Modification include a change or increase in allocation or a programmatic change from the language in the original contract. A copy of the form will be posted on the BoardDocs site under the Agency Information area.

When a program is asking for an allocation increase (new/additional funds, not a reallocation from another program) ADAMH staff may require a reconciliation process. This process would include the agency providing information on:

1. All expenses from the program and what they were for (staff, rent, supplies, etc.)
2. All revenue into the program, including all ADAMH payments in GOSH and through invoices, and any other funding sources such as other grants or Medicaid, insurance, etc.
3. Profit/loss resulting- the amount to be reconciled and considered for an increase.

Frequency and timelines for these allocation adjustments in Contract Modification requests will adhere to the language in the Boiler Plate section of the agency contracts, stating that: The Provider and the ADAMH Board shall work cooperatively to process requests for budget revisions in a timely manner. The Provider shall submit complete and accurate information in writing to support the agency-initiated request no more than one (1) per quarter, and the ADAMH Board shall process requests as soon as possible and within 60 days upon receipt.

2. Provider Submission of Contract Modification Request Form.

The Provider will submit the completed form and attachments for consideration through the Smartsheet Link below at least 10 days in advance of the scheduled Finance and Operations Committee Meeting (or Program and Quality committee if the request is more appropriate for that committee):

To: <https://app.smartsheet.com/b/form/25de53b5ef3c42e9b31bc1aef8c3f61d>

A copy of the annual ADAMH Board and Committee Meeting Schedule will be posted on the ADAMH Board website.

3. Board Staff Review of Provider Request for Contract Modification.

The ADAMH Board Finance and Operations Director and ADAMH Board Program staff will facilitate review of the request for contract modification, solicit additional information from the agency as needed, and make a recommendation to the appropriate Board Committee(s) if

required. If request is less than \$25,000 or involves moving up to 10% of existing allocation between programs, the Executive Director will consider and make the decision on approval using the same criteria as listed below for the committee.

4. Review by Committee(s).

If request is \$25,000 or more or involves moving 10% or more of existing allocation between programs, the board will consider and vote to approve.

The Board Committee(s) to review the request will depend upon the nature of the request:

1. If a financial issue is involved, the Finance and Operations Committee will make a recommendation based on the financial merit of a request.
2. If a programmatic element is involved, the Program and Quality Committee will review and make a recommendation upon the request.

The Committee(s) will make a recommendation to the full Board who will then vote on the contract modification request.

5. Formal Contract Modification.

The Board and Provider will document their agreement to the terms of the contract modification by signing a formal contract modification synopsis and signature page.

RESPONSIBILITY:

Executive Director: The Executive Director is responsible for the communication and the implementation of this policy.

Attachments:

Service Provider Request for Contract Modification

Fairfield County ADAMH Board and

SFY Contract Modification ADAMH staff will fill number in

This contract modification is proposed for the current contract between the Fairfield County Alcohol, Drug Addiction, and Mental Health (ADAMH) Board (hereinafter referred to as the Fairfield County ADAMH Board) and

(hereinafter referred to as "Vendor") covers the period of The provisions of the aforementioned contract, addendums, and attachments remain unchanged, except as noted in the SFY Contract , Changes Below, and Modification(s)

ADAMH staff will fill numbers in here

A. Modification: Describe what the change or increase is for, include program and services

B. Rationale for modification: Provide justification for the request, if an increase what else was tried?

C. Effective Date:

D. Procedure for Billing:

E. Outcome Reports:

F. Total Program/Population Contract Increase/Decrease

The total increase to the current contract as a result of this modification: **Attach Budget for this increase**
\$

G. New Total Contract Not to Exceed Amount

Current State Fiscal Year Funds Contract Total Not to Exceed Amount is now:
\$

Attachment 1

Fairfield County ADAMH Board's Community Plan

<https://www.fairfieldadamh.org/ADAMH-Plans-Goals.html>

SFY 2025 Contract ADAMH Board/Provider

Attachment 3

Agency-Specific Language

Fairfield County Family and Children First Council

I. Services to be Provided

Provider shall provide services as described below and in appendices.

Fairfield County Multi-System Youth Committee under the direction of Fairfield County Family & Children First Council.

A. Fairfield County Multi-System Youth Coordination

1. Description: The Multi-System Youth Committee will provide service coordination and services to assist families when their children are experiencing multiple problems. The goal of the services is to provide intervention as close to the home environment as possible, utilizing prevention practices. Referrals and coordination occur with the use of a wraparound model.
2. A portion of ADAMH contribution to the MSY cluster coordination will be used specifically for Intensive Home Based treatment (IHBT) by pre-determined agencies with the certification to provide this evidenced based program.
3. Billing - Provider will bill for services through GOSH system monthly for 1/12 of contract amount. During FY25 will move GOSH billing from grant based to service delivery. Will use FY25 to explore service units that can be defined to bill either service per enrolled service recipient or to a pseudo client. By end of FY25 agency will be ready for the transition agreed upon.
4. See Attachment 4 for Outcomes Reports.

B. Fairfield County Multi-System Youth Coordination- Out of Home Placement Funding

1. Description: The Multi-System Youth Committee will provide service coordination and services to assist families when their children are experiencing multiple problems. The purpose of the MSY Out-of-Home Placement Pooled Fund is to assist families with the burdensome cost of placement outside of the home. The per diem bed cost is often not covered by insurance.
2. Billing Provider will bill for services through GOSH system monthly for 1/12 of contract amount. During FY25 will move GOSH billing from grant based to service delivery. Will use FY25 to explore service units that can be defined to bill either service per enrolled service recipient or to a pseudo client. By end of FY25 agency will be ready for the transition agreed upon.
3. See Attachment 4 for Outcomes Reports.

C. Parent Education

1. Description of Parent Education
The purpose of Parenting Education programs is to keep families in our community aware of child-centered positive activities, provide a safe and supportive place for

SFY 2025 Contract ADAMH Board/Provider

Attachment 3

Agency-Specific Language

Fairfield County Family and Children First Council

group support meetings, provide support for teenage parents, and empower families to raise healthy, well-adjusted children despite setbacks, which may include mental illness and substance use.

Curriculum offered:

Active Parenting: Two Active Parenting curriculums are offered to include one The First Five Years, and one Active Parenting for Stepfamilies.

Parent Project: The Parent Project Changing Destructive Adolescent Behavior.

Triple P – Positive Parenting Program – FACFC will offer a variety of Triple P parenting curriculums including Triple P Level 3 and Triple P Teen.

2. The Parenting Education programs would ensure the ADAMH logo is promoted via distribution of up to 2,000 Parenting Activities calendars published quarterly in addition to brochures, fliers, website, social media and other outlets. FCF Council will partner with ADAMH to promote the success of the programs and keep ADAMH in the public eye as a funder and supporter of the projects.
3. Billing for this program will be done through GOSH on a monthly basis at 1/12 of the contract amount.
4. See Attachment 4 for Outcomes Reports

C. Perinatal Cluster Community Services Coordination

1. Description

The purpose of this program is to support operation of the Perinatal Cluster Community Services Coordination Project in Fairfield County. The Provider will employ a full-time staff who will be responsible for community outreach, training, data collection, cultivating resources, as well as providing service coordination. Program participants are pregnant and new mothers with babies at risk of Neonatal Abstinence Syndrome or moms with other behavioral health challenges that create high risk, whose needs cannot be met by other community resources alone. Provider will increase persons served in the program from previous years and publish data of success. Provider will engage other partners to participate in the funding collaboration of this program in order to maintain ADAMH funding.

2. This program may be funded in part by State Opioid and Stimulus Response Funds (SOS 3.2) by the Ohio Department of Mental Health and Addiction Services.

- The GPRA and cross-site data collection tools will be completed by the provider. The provider is required to ensure that GPRA's are completed for every individual served under this grant at a minimum of 80% compliance rate for GPRA's completed with a goal of 100% completion rate.
- GPRA data are to be collected face-to-face for each individual client at three specific points: intake/baseline, six months after the initial collection of GPRA core data and discharge.

SFY 2025 Contract ADAMH Board/Provider

Attachment 3**Agency-Specific Language****Fairfield County Family and Children First Council**

- It is imperative that the provider begin to collect GPRA data on each client as soon as possible after the client's intake assessment.
- The provider should attempt to conduct a GPRA follow-up on every client, regardless of discharge status (i.e. complete, dropout).
- The GPRA follow-up interview window is one month before and two months after the scheduled 6-month GPRA follow-up interview. For example, if you locate a client, 5 to 8 months after the initial GPRA intake/baseline data collection, you may conduct a 6-month GPRA follow-up, and the client will be included in CSAT's report to Congress. If you locate a client for the 6-month GPRA follow-up 9 or 10 months after the initial GPRA data collection, you may conduct a GPRA follow-up interview, but the data from the GPRA follow-up interview may not be included in any analyses reported to Congress.
- Providers must have clients sign a "Consent to Participate" form that can be located on the online portal.
- Providers must complete a "client locator form," which is a tool used to help locate clients in order to complete the required follow-up GPRA.
- "Administrative" GPRA's should be completed for clients that do not remain in the program or are unable to be located.
- Providers are required to have all of their GPRA data entered in as close to real time as possible. Thus providers should aim to complete their data within 1 business day, but no later than 6 business days, after the GPRA interview is conducted.
- OMHAS/SAMHSA will also be providing gift cards as incentives for clients to complete the GPRA.

3. Follow any directives related to these funds once OhioMHAS has released them including following and abiding by the allowable costs and services guidelines and timely reporting on any additional data or outcomes, as requested by OMHAS.

4. The funds for this program are from an OMHAS SOS grant and are therefore contingent on the continuation of this grant to ADAMH.

5. Billing- Provider will bill for services through GOSH system monthly for 1/12 of contract amount. During FY25 will move GOSH billing from grant based to service delivery. Will use FY25 to explore service units that can be defined to bill either service per enrolled service recipient or to a pseudo client. By end of FY25 agency will be ready for the transition agreed upon.

3. See Attachment 4 for Outcomes Reports

II. Exceptions to the Boilerplate Language

Section 10.1 Maximum Reimbursement – Does not apply.

5/28/2024

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SFY 2025 Contract ADAMH Board/Provider

Attachment 3

Agency-Specific Language

Fairfield County Family and Children First Council

- | | |
|---------------|----------------------------------|
| Section 10.2 | Fees – Does not apply. |
| Section 10.3 | Duty to Bill – Does not apply. |
| Section 10.4 | Duty to Appeal – Does not apply. |
| Section 11.10 | Does not apply. |

SFY2025 Contract ADAMH Board /Provider

Attachment 4
Outcomes Reports (see Article 6.7)

Fairfield County Family, Adult and Children First Council
Agency Contact Name: Tiffany Wilson

Data Reports

- _____ First Quarter covers July 1, 2024 thru September 30, 2024
Report Due October 31, 2024
- _____ Second Quarter covers October 1, 2024 thru December 31, 2024
Report Due January 31, 2025
- _____ Third Quarter covers January 1, 2025 thru March 31, 2025
Report Due April 30, 2025
- _____ Fourth Quarter covers April 1, 2025 thru June 30, 2025
Report Due July 31, 2025

Please report:

1. Actual number of client grievances filed by a client in the reporting period.
2. Number of MUIs in reporting period.
3. Overall program challenges
4. Overall program changes in trends
5. Number served and demographics will be reported at the end of the fiscal year.

FY 25 outcomes outlined below are subject to change. FY 25 outcomes for each program will be finalized in negotiations between the agency and the ADAMH staff prior to the start of the fiscal year.

Parent Education

- After discussing the ages and stages of development in the First Five Years series, parents will show an 85% increase in their knowledge of parenting young children based on the Protective Factors Survey.
- Upon completion of attending the Parent Project series, 80% of parents will report an improvement in family functioning. 70% of the participants in classes will be experiencing homelessness, substance use or substance use recovery, and/or mental health challenges.

Out-of-Home Placement for Multisystem Youth

- 75% of children in residential placement will transition home in fewer than 10 months.
- 100% of families will have a transition plan that is started prior to residential placement and is reviewed/updated during ongoing Family Team meetings and tracked by the OASCIS system.

Multisystem Youth Coordination Services

-
- 90% of youth in service coordination will not require residential.

- 90% of youth in service coordination will exit successfully (with 75-100% of identified needs met at the time of exit).
- 100% of youth discharged from residential placement will be referred to Intensive Home-Based Therapy (IHBT) as step-down services (provided IHBT was not utilized as a lower level of care).

Perinatal Cluster

- 100% of clients who are not linked with a case coordination agency will be served by the Cluster Coordinator.
- 100% of clients referred to cluster for current or recent history of substance use will receive support for coordination of Plan of Safe Care (POSC).
- 100% of infants known to be exposed to controlled substance that could have an impact on growth and development will be referred to Early Childhood programs. .
- 35% of mothers will move from high/medium risk to low risk by time of exit from cluster.
- The percentage of mothers misusing drugs at the time of birth will decrease from 6.53% to 5.8%.

Contract Addendum for Services- Ohio Department of Mental Health and Addiction Services Assurances (SFY 2025) or as amended/updated by OMHAS: 1) General Assurances.

FY25 OMHAS assurances are not available yet. When OMHAS releases FY25, ADAMH will forward to the agencies for signatures.

**Fairfield Family Adult
and Children First
council (FACFC)
Contract Appendix
SFY 2025**

SERVICE AREA	GOSH	MIPS	PROGRAM	AMOUNT	Bill via GOSH	Bill outside GOSH
Treatment Services	WY	4100	Multi System Youth Coordination Program - Pooled Fund*	155,963	155,963	0
Treatment Services	WZ	2325	Multi System Youth Out of Home Placement Program - Pooled Fund	25,000	25,000	0
Treatment Services	YA	3600	Perinatal Cluster Community Services Coordination**	100,021	100,021	0
Recovery Supports	W6	1600	Parent Education	35,700	35,700	0
TOTAL CONTRACT				316,684	316,684	0

* 100,000 of this amount is to be used to fund IHBT
 ** partially funded through SOS 3.2 funds, which expire 9/29/24

Exhibit B- Provider Fee Schedule


NA- Not applicable to this agency

PROSECUTOR APPROVAL PAGE

Reference No. 2024-CON-0069

Reference Title: SFY 2025 Fairfield Family and Children First Council Agency Contract

The foregoing contract is approved as to legal form on April 9, 2024 for the ADAMHS Board.

A handwritten signature in black ink, appearing to read "Steven T. Darnell", is written over a light gray rectangular background. The signature is fluid and cursive.

Steven T Darnell

Assistant Prosecuting Attorney
Fairfield County Prosecutor's Office
239 West Main Street, Suite 101
Lancaster, Ohio 43130
Phone: 740-652-7560
Fax: 740-653-4708
steven.darnell@fairfieldcountyohio.gov

Prosecutor's Approval Page

Resolution No.

A resolution approving a contract between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for Program Services for State Fiscal Year 2025

(Fairfield County Family and Children First Council)

Approved as to form on 5/21/2024 10:31:23 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.r

A Resolution Approving a Contract Between the Fairfield County Family and Children First Council (FCFC) and the Fairfield County ADAMH for Program Services for State Fiscal Year 2025

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council (FCFC) and the Ohio Department of Children and Youth (DCY) and Ohio Department of Developmental Disabilities (DODD) for State Fiscal Year 2025

WHEREAS, The Fairfield County Board of Commissioners serves as administrative agent for the Fairfield County Family and Children First Council, a Council that has taken the lead in managing the Help Me Grow Early Intervention program and a council that proposes the approval of the attached agreement for evaluation, assessment, service coordination and outreach; and

WHEREAS, The Ohio Department of Children and Youth and The Ohio Department of Developmental Disabilities has presented the attached grant agreement for the Help Me Grow Early Intervention program for service coordination and outreach; and

WHEREAS, approval of the attached agreement is by the Board of Commissioners is necessary for the project to proceed in Fairfield County during State Fiscal Year 2025.

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

Section 1. That the Fairfield County Board of Commissioners approves the agreement for Help Me Grow Early Intervention Service Coordination and Outreach with the Ohio Department of Children and Youth and The Ohio Department of Developmental Disabilities and authorizes its President to sign the agreement.

Prepared by: Tiffany Wilson
cc: FCFC; Commissioners' Office

2024-05.28.s

A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council (FCFC) and the Ohio Department of Children and Youth (DCY) and Ohio Department of Developmental Disabilities (DODD) for State Fiscal Year 2025

**EARLY INTERVENTION
SERVICE COORDINATION GRANT AGREEMENT**

July 1, 2024 – June 30, 2025

This agreement (the “Agreement”) is entered into by and between the county Family and Children First Council (FCFC) designated agency for Early Intervention (hereinafter “Subrecipient”) and the Ohio Departments of Children and Youth (DCY) and Developmental Disabilities (DODD) (hereinafter “Departments”), collectively referred to as the “Parties.”

WHEREAS, Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families;

WHEREAS, the Departments seek to provide state general revenue funds and subaward federal grant dollars, as defined by 2 CFR 200.1, made available through Part C of IDEA (Assistance Listing Number 84.181A) administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDOE) in order to support service coordination services, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, costs that support the provision of these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302, (“the Grant”);

WHEREAS, the Subrecipient carries out the requirements of this Agreement on behalf of the county identified in the EI Service Coordination Contact Sheet (Addendum B) and in accordance with Section 2.5 of this Agreement;

WHEREAS, the Agreement between Parties shall be a cooperative agreement as defined by 2 CFR 200.1. A cooperative agreement provides for substantial involvement between the Parties in carrying out the activities of the Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1 – Awarding of Funds

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Subrecipient shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE Title 34, CFR, Parts 75-79, 81 to 86 and 97-99 Education Department General Administrative Regulations (EDGAR) and Exhibit A (Allowable Costs) of this Agreement. Subrecipient expressly agrees that Grant funds may not be used for:

- Religious worship, instruction, or proselytization.
- Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance, herein.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis. A county’s base allocation for service coordination, evaluation, and assessment is based on the following: 70% (children served during 2023), 20% (initial ever referrals in 2023 for children resulted in the completion of the eligibility and assessment process, 10% (initial ever referrals in 2023 for children that did not result in the completion of the eligibility and assessment process). County allocations for children with elevated blood lead levels are based on the prevalence of children reported to the Ohio Department of Health with a blood lead level of at least five micrograms per deciliter in 2022. Child find outreach funding allocations are based on 2023 Early Intervention referral data. Grant award totals, allocation percentages, and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.332(a) are provided in Addendum A (Award Information and Allocation Table). If the federal notice of award is not available prior to the posting of this Agreement on OhioEarlyIntervention.org or

revisions are required during the term of this Agreement, an updated Addendum A will be posted to the OhioEarlyIntervention.org website.

In addition to grant funds allocated using the formula described in this section, the Departments reserve the right to make targeted investments to support the activities outlined in Section 1.1 of this Agreement to address demonstrated need, service gaps, and other issues. Subrecipients awarded funds in addition to the amount indicated in Addendum A shall receive a Supplemental Funding Amendment (Addendum E). Addendum E identifies the total funding awarded for the year (including the original allocation and any supplemental amounts), as well as any additional requirements related to the supplemental funds. Should funding be reduced under section 1.8 of this agreement, Subrecipient shall use this form to identify revised budget category amounts in DODD's Grant Management System (GMS). Subrecipients shall budget and report spending of supplemental funds in GMS in accordance with section 1.3 and 1.4 of this Agreement.

1.3 Grant Management System (GMS) Budget & Expense Report Requirements. Subrecipient shall prepare and submit a budget in GMS to support the activities provided for in Section 1.1 of this Agreement. Budgets must be approved by the Departments prior to the release of grant funds. Subrecipient shall only request payment for incurred or paid expenses. The subrecipient shall submit an expense report for the Grant at least once every three months.

1.4 Payment of Funds. Subrecipient shall request Grant funds for incurred or paid expenses by submitting expense reports in GMS. If the Departments reject the expense report, the subrecipient may correct and resubmit the expense report immediately. If the Departments approve the expense report, the subrecipient may not submit another expense report for 25 days past the submission date of the most recently approved expense. The Departments agree to pay Subrecipient within thirty (30) days of receipt for expense reports approved by the Departments. Subrecipient agrees that failure to submit expense reports or other documents required by this Agreement or requested by the Departments in the timeframe required may result in reduced, forfeited, or delayed payment. The Departments may also delay or deny payment of funds due to a failure to implement the programmatic requirements of this agreement. Payments shall not exceed the Subrecipient budget amount.

1.5 Allowable & Unallowable Costs. Subrecipient shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, to determine allowable and unallowable costs.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs = (Restricted indirect cost rate) × (Total direct costs of the grant minus capital outlays, subgrants, and other distorting or unallowable items as specified in the grantee's indirect cost rate agreement)

If a grantee uses a restricted indirect cost rate, the general management and fixed costs covered by that rate must be excluded by the grantee from the direct costs it charges to the grant. See 34 CFR 76.569.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education and Workforce (DEW) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from DEW by June 1, 2025. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2025. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by DEW.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8% unless the subrecipient can validate that their negotiated rate meets the requirements of a RICR as outlined in 34 CFR 76.564 – 34 CFR 76.569. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.2 of this Agreement.

Direct Costs. Direct costs for performing the objectives of this Grant shall be charged in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs meet the purpose of this grant as outlined in the grant agreement and:

- Are given consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.
- Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally financed program in either the current or a prior period.
- Are adequately documented.
- Are reasonable.
- May be allocable. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Departments shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a current per-unit fair market value which is greater than \$5,000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the Fixed Asset Schedule (Exhibit D), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

Telecommunication Costs. In accordance with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR 200.471(b) and 2 CFR 200.216.

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit F).

1.6 Security Status for GMS and EIDS. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID to enter into an Agreement with the Departments, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly in the Ohio Pays portal to update address and payment information as needed using <https://ohiopays.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to resources available on the DODD [website](#) for directions requesting access to GMS, assigning, and managing user roles.

Subrecipient shall ensure that the Early Intervention contract manager has an active system administrator account for the Early Intervention Data System (EIDS). Subrecipient agrees to input all required data in the EIDS within 30 days of the event. Users shall meet the requirements and responsibilities outlined in Exhibit E (EIDS) of this agreement.

1.7 Federal Funds Requirements. The Parties agree to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by entering required information in GMS. Subrecipient shall provide a UEI (Unique Entity Identifier) Number and maintain an active registration with the SAM (System for Award Management). Subrecipient understands that failure to maintain a UEI Number and an active registration with SAM may result in

the loss of Grant funds in accordance with Section 2.3 of this Agreement. Subrecipient shall ensure that their UEI is publicly searchable by enabling the “allow the selected record to be a public display record” feature in SAM. The Departments will reference available UEI numbers for state fiscal year 2024 designated agencies for early intervention to validate SAM registrations for state fiscal year 2025. If the UEI or the designated agency for early intervention has changed since state fiscal year 2024, Subrecipient shall provide the Department with the UEI by emailing EI.Grants@dodd.ohio.gov.

1.8 Availability of Funds. Subject to the provisions of ORC 126.07 and 131.33, the Departments represent that they will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Departments by state and federal funding sources. If funds designated for this Agreement become unavailable, the Departments’ obligations under this Agreement expire. The Subrecipient shall hold the Departments harmless for any reduction or elimination of federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the Subrecipient shall immediately cease further expenditures under any federal or state project.

1.9 Procurement & Subcontracts. Subrecipient must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.318- 200.320. The Subrecipient will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations. Subrecipient may enter into subcontracts to provide the activities for this Grant but is prohibited from subgranting any portion of this award. All subcontracts shall be made subject to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. A fully executed subcontract shall be uploaded to the contract section of the expense report in GMS as support documentation when requesting payment for a contract’s expenses for the first time.

Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

1.10 Contract Manager Training Requirements. Subrecipient agrees to comply with the Early Intervention contract manager training requirements described in Addendum D.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from July 1, 2024 through June 30, 2025 and provides for a close out period through September 30, 2025, unless terminated prior thereto pursuant to this Section. August 30, 2025 is the final day to request funds for this Grant in GMS. Subrecipient expressly understands that the Departments will not compensate Subrecipient for work performed after June 30, 2025. Failure to submit expense reports, support documentation, programmatic reports, or other documents required by this Agreement or requested by the Departments by the due dates outlined in this Agreement may result in reduced, forfeited, or delayed payment.

2.2 Termination. Except as permitted in Section 2.4 of this Agreement, any party may terminate this Agreement with or without cause upon sixty (60) days written advance notice. Upon the termination of this Agreement, the Departments will have no further obligation to disburse Grant funds. Subrecipient, upon receiving notice of termination, will take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Departments may reduce the Subrecipient’s allocation and/or require Subrecipient to repay to the Departments any or all of the Grant funds disbursed to the Subrecipient through the termination date. The decision to recapture Grant funds shall be within the sole discretion of the Departments, and shall be based upon review, evaluation, and/or audit of the Grant.

Failure to maintain proper documentation to substantiate Grant payment for services provided may result in the repayment of funds by the Subrecipient.

2.4 Change in Family and Children First Council’s Designated Agency for Early Intervention. In the event the family and children first council’s (FCFC) designated agency for early intervention changes during the term of this Agreement, the Departments will terminate the existing Agreement upon receipt of documentation that the responsibilities of the FCFC’s designated agency for early intervention have been transferred. An Agreement will be issued to the new designated agency for the remaining grant period. The FCFC shall notify the Departments Notice Contacts within ten (10) days prior to a proposed change in designated agency.

2.5 Multi County Collaboration Agreements. Counties have the option to pool or aggregate allocations established in Section 1.2 of this Agreement.

- a. Annually, the Departments shall provide a deadline for counties to inform the state Family and Children First Council Director of the intent to enter a multi-county collaboration. By the deadline established, counties intending to participate in a multi-county collaboration shall send an email notification to the state Family and Children First Director. The email must identify all counties participating in the collaboration, the county taking the lead responsibility for the allocations, and the FCFC designated agency for early intervention for the lead county that will act as Subrecipient for the aggregated funds. DODD will load budgets in GMS accordingly.
- b. For counties participating in multi-county collaborations, the Departments shall only enter into an Agreement with the FCFC designated agency for early intervention acting as Subrecipient for the aggregated funds.
- c. To formalize multi-county collaborations, the county Family and Children First Councils participating in these arrangements shall enter into an agreement or pass a resolution to combine their allocations. The agreement or resolution shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocation, and the FCFC designated agency for early intervention agency for the lead county that will act as Subrecipient for the aggregated funds.
- d. A copy of the fully executed multi-county agreement or passed resolution shall be submitted to the Departments via email to EI.Grants@dodd.ohio.gov. The Departments will withhold payment to the Subrecipient in accordance with Section 1.4 of this Agreement until the existence of an official arrangement between the participating counties can be validated.

Section 3 – Documentation Requirements

3.1 Agreement Documents. The Departments will transmit this Agreement, exhibits, and addenda to the Subrecipient signatory via the electronic signature solution, OneSpan. Subrecipient may complete and electronically sign the documents as required using OneSpan. The Departments shall only accept electronic signatures provided in OneSpan. The Subrecipient signatory will receive a notification via email from OneSpan when a copy of the fully executed agreement is available for download.

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed below to EI.Grants@dodd.ohio.gov. When selecting this option, Subrecipient shall print the Agreement, Addenda C & D and sign them in ink. Subrecipient shall return all documents identified below as separate .pdf documents in one email with the subject line “County Name_ Agency Name_Service Coordination Grant Agreement July 2024”. Each document attached to the email must be clearly labeled.

The Departments shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download. A copy of the fully executed agreement, addenda, and exhibits will be emailed to the Notice contacts identified in Section 6.1 of this Agreement.

3.2 GMS Budget Documents & Requirements. In accordance with Section 1.7 of this Agreement Subrecipient shall validate that FFATA information entered in GMS is valid and current before a budget is submitted in GMS.

The following documents shall be submitted to the Departments via attachment in GMS when submitting the budget.

1) Indirect Costs:

- Subrecipients who want to budget for indirect costs with USDOE as their cognizant agency must submit a copy of their rate approval letter from the Ohio Department of Education and Workforce (DEW). The documentation must show the approved or provisional Restricted Indirect Cost Rate.

Subrecipients submitting a provisional letter with their budget must submit the final rate approval letter from DEW no later than June 1, 2025, in accordance with Section 1.5 of this Agreement.

- Subrecipients who want to budget for indirect costs and do not have USDOE as their cognizant agency must submit an indirect cost worksheet (Exhibit B).
- 2) Budget Justification: Directions for completing this document are included in the Budget Justification (Exhibit C).
- Budget summaries that are incomplete or insufficient will result in the denial of the Subrecipient's budget in GMS.
- 3) A completed EI Service Coordination Contact Sheet (Addendum B).
- EI Service Coordination Contact Sheets that are incomplete or insufficient may result in the denial of the Subrecipient's budget in GMS.

3.3 Documentation & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenses billed to the Grant in accordance with this Agreement and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Expenses billed to this Grant for activities performed shall comply with service coordination as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR §303.302. At any time, the Departments reserve the right to request documentation to substantiate the request for reimbursement reported in GMS. Subrecipient agrees to make these materials available to the Departments within five (5) business days and cooperate with any Departments requests for information or onsite activities. Subrecipient agrees to implement the Departments Subrecipient-specific technical assistance plan (including completion of any training requirements or other required actions as part of the technical assistance plan).

3.4 Maintenance of Records. As required by GEPA and EDGAR for State-administered programs (in 34 CFR 76.730-731), the Subrecipient shall retain records related to Grant funds and compliance for a period of three years after the grant period.

2 CFR 200.334 requires Subrecipient to keep financial records, supporting documents, statistical records and all other records of Subrecipient that are pertinent to the federal award for a period of three years from the date of submission of the final expenditure report.

Section 443 of GEPA requires Subrecipient to maintain documents, for a period of three years following the completion of the activities for which the Subrecipient uses the federal funding, which show:

- The amount of funds under the subgrant or grant.
- How the Subrecipient uses the funds.
- The total cost of the project.
- The share of that total cost provided from other sources.

3.5 Accounting & Internal Controls. Subrecipient shall provide for the financial management requirements set forth in 2 CFR 200.302. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with accounting principles included in 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Subrecipient agrees to implement and maintain internal controls consistent with 2 CFR 200. Subrecipients that are county boards of developmental disabilities shall appropriately report grant revenue and expenditures in the county board cost report.

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subrecipient shall make available to the Departments, or their agents, all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Subrecipient. The Departments and their agents may review, audit, and make copies of such books and records. Subrecipient shall include in its agreements with any subcontractor receiving Grant Funds a provision authorizing the Departments and their agents access to and the right to review, audit, and copy the books and records of such subcontractor or Subrecipient related to its work on the Grant.

3.7 Commingling. The commingling of Grant funds is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds or be counted towards maintenance of effort for any federal programs.

3.8 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-federal entities that expend financial assistance of \$750,000 or more in federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of federal Awards (SEFA). Non-federal entities that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Departments a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Departments a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 CFR 200.

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR 200.510(b), the Departments may distribute disbursement information to the Subrecipient identifying the grant program as Early Intervention Service Coordination (EISC), the Assistance Listing Number, or ALN (formerly CFDA), the pass-through entity, and the federal award identification number (FAIN).

Additional sources for payment information are available through Ohio Pays. Questions about how to use the Ohio Pays portal should be directed to <https://ohiopays.ohio.gov/>.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR 200.332 and 34 CFR 303.120, the Departments shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Subrecipient shall comply with requests for fiscal and programmatic documentation and reports and accommodate on site reviews at the request of the Departments as needed to fulfill the obligations of a pass-through entity of federal funds and as the State of Ohio’s lead agency for early intervention, consistent with 34 CFR 303.1-303.734 and ORC 5123.02(F), 5123.024, and 5123.0421, or their successors. Failure of the Subrecipient to comply with requests for documentation and reports, inquiries, or respond to other forms of communication within five business days may result in reduced, forfeited, or delayed payments.

3.10 Programmatic Reporting Requirements.

- (a) Federal Fiscal Year (FFY) 24 Initial Program Report (due August 1, 2024): Using the FFY23 initial program report, Subrecipient shall report on any changes to its local protocols. Additionally, Subrecipient shall include information on equity and access to services in accordance with Section 427 of GEPA.
- (b) Technical Assistance and Training Plan Update (due November 29, 2024): Subrecipient shall collaborate with the EI program consultants to review and update the county technical assistance and training plan.
- (c) Mid-Year Report (due February 28, 2025): Subrecipient shall submit a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. EI program consultants will communicate mid-year program report questions to subrecipients no later than January 29, 2024.
- (d) Final Report (due July 31, 2025): Subrecipient shall submit a final program report, including an updated EI Service Coordination Contact Sheet (Addendum B), a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. EI program consultants will communicate final program report questions no later than June 1, 2025.
- (e) Other Reporting: The Departments may request information from the Subrecipient related to the Subrecipient’s activities to carry out the requirements of this Agreement. The Subrecipient shall respond to these requests within five business days of receiving the request for information.
- (f) EI Service Coordination Contact Sheet (Addendum B): Subrecipients are required to submit a revised Addendum B to their assigned EI program consultant via email within 14 days of any personnel changes within these positions.

Section 4 –Subrecipient represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Subrecipient shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 5123-10-01, OAC 5123-10-02, OAC 5123-10-03, OAC 5123-10-04, OAC 5123-10-05 or their successors) and be consistent with the provisions of 34 CFR 303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Subrecipient shall participate in training and technical assistance plans developed with the EI program consultants. In the event monitoring activities conducted in accordance with Section 3.9 of this Agreement result in a finding of non-compliance, the Departments may deny budgets and/or expense reports in GMS until the finding is sufficiently addressed. The Departments may reduce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

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

4.3 Equal Employment. Subrecipient and any subcontractor agrees that all services contemplated by this Agreement will be made available without discrimination against any person on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, military status, or ability to pay. The Subrecipient further agrees that the Subrecipient and any person acting on behalf of the Subrecipient or any subcontractor of the Subrecipient, will not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, or military status.

Subrecipient agrees to assure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681- 1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Age Discrimination Act (42 U.S.C. Section 6101 et seq.); and the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12101 et seq.).

4.4 Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Subrecipient must complete the attached Contractor/Subcontractor Affirmation and Disclosure Form (2019-12D & 2022-02D) (Addendum C) affirming the Subrecipient understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

It is understood that services provided under this Agreement are performed in the community and or county of the Subrecipient, including natural environments and the family home. In lieu of entering the Address, City, State and Zip for services provided in a natural environment, Subrecipients and their subcontracts may enter “EI services provided in natural environments in [Enter County Name]”.

4.5 Election Laws. The Subrecipient, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

4.6 Findings for Recovery. The Subrecipient, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

4.7 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify the Departments of any exclusions within five (5) business days of learning of each exclusion.

4.8 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent entity and not as an employee of the Departments. The Parties intend no employer/employee relationship. Subrecipient agrees that the Departments shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.9 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any under this Agreement by the Subrecipient to be granted a fair hearing before the Subrecipient's governing body.

4.10 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

4.11 Suspension and Debarment. Subrecipient warrants it has the legal authority to receive Grant funds and enter into this Agreement. The Subrecipient and any subcontractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Departments any funds paid under this Agreement. Pursuant to 2 CFR §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities or excluded from federal procurement as identified in the System of Award Management.

4.12 Specific Conditions for Disclosing Federal Funding in Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Subrecipients shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with federal money;
- 2) the dollar amount of federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

4.13 Prohibition of Texting While Driving. Subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

4.14 Health or Safety Standards for Facilities. In accordance with 34 CFR 76.683 Subrecipient shall comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for this Grant.

4.15 Lobbying. In accordance with 34 CFR 82.100 no Grant funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.16 Trafficking in Persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties with respect to the matter contained herein and supersede all prior agreements and representations, whether written or oral.

5.2 Modification and Assignment. This Agreement can only be modified by a written amendment signed by all Parties. This Agreement may not be assigned by any Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio without regard to choice of law and conflicts of law principles.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the designated agency for early intervention Fiscal Contact listed in Addendum B of this Agreement and the following contacts at the Departments:

Nathan DeDino
Department of Children and Youth
Deputy Director, Performance, Federal, & State Initiatives
246 N. High Street, Columbus, OH 43215
nathan.dedino@childrenandyouth.ohio.gov

Jacob Foskuhl
Department of Developmental Disabilities
Grants Management, Project Manager 2
1810 Sullivant Ave, Columbus, OH 43222
Jacob.Foskuhl@dodd.ohio.gov

Lewis George
Department of Children and Youth
Chief Legal Counsel
246 N. High Street, Columbus, OH 43215
lewis.george@childrenandyouth.ohio.gov

Bradley Singer
Department of Developmental Disabilities
Chief Legal Counsel
1810 Sullivant Avenue, Columbus, OH 43222
Bradley.Singer@dodd.ohio.gov

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

The following documents are attached to the Agreement and incorporated into it by reference. A copy of the Agreement, addenda, and exhibits are available at <https://ohioearlyintervention.org/service-coordination-grant-agreements>.

- Addendum A: Award Information and Allocation Table
- Addendum B: EI Service Coordination Contact Sheet
- Addendum C: Standard Affirmation & Disclosure Form
- Addendum D: Contract Manager Training & Attestation
- Addendum E: Supplemental Funding Amendment
- Exhibit A: Allowable Costs
- Exhibit B: Indirect Cost Worksheet
- Exhibit C: Budget Justification
- Exhibit D: Fixed Asset Schedule
- Exhibit E: Early Intervention Data System (EIDS)
- Exhibit F: Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Designated FCFC Agency for Early Intervention: _____

County: _____

Name: _____

Title: _____

Signature: _____ Date: _____

DODD Fiscal Reviewed: _____

Ohio Department of Developmental Disabilities
Kimberly Hauck
Director

By: _____

Date: _____

Ohio Department of Children and Youth
Kara B. Wentz
Director

By: _____

Date: _____

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D**

Governing the Expenditure of Public Funds on Offshore Services & Response to Russia’s Unjust War

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate “Not Applicable” in the appropriate spaces.

1. Principal location of business of Contractor:

210 East Main Street _____ (Address)	Lancaster, Ohio 43130 _____ (City, State, Zip)
--	--

Name/Principal location of business of subcontractor(s):

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

2. Location(s) where services will be performed by Contractor:

_____ (Address)	_____ (City, State, Zip)
--------------------	-----------------------------

Name/Location where services will be performed by subcontractor(s):

Family and Children First Council _____ (Name)	831 College Avenue, Suite C Lancaster, Ohio 43130 _____ (Address, City, State, Zip)
--	---

_____ (Name)	_____ (Address, City, State, Zip)
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3. Location where state data will be located, by Contractor:

831 College Avenue, Suite C _____ (Address)	Lancaster, Ohio 43130 _____ (City, State, Zip)
---	--

Name/Location(s) where state data will be located by subcontractor(s):

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D**

Contractor also affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or subcontractors before, during, and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside of the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the Department and is incorporated therein.

By: _____

Print Name: _____

Title: _____

Date: _____

Addendum A - Award Information Allocation Table

**Alloca
SFY:
(Includes Federal and St**

County	Allocation Base	NAS
Adams	\$90,626	\$3,036
Allen	\$353,583	\$11,845
Ashland	\$95,389	\$3,196
Ashtabula	\$211,349	\$7,080
Athens	\$89,080	\$2,984
Auglaize	\$182,305	\$6,107
Belmont	\$245,522	\$8,225
Brown	\$124,156	\$4,159
Butler	\$1,082,684	\$36,271
Carroll	\$54,733	\$1,834
Champaign	\$100,485	\$3,366
Clark	\$280,277	\$9,390
Clermont	\$586,846	\$19,660
Clinton	\$163,139	\$5,465
Columbiana	\$155,069	\$5,195
Coshocton	\$117,626	\$3,941
Crawford	\$110,769	\$3,711
Cuyahoga	\$3,400,218	\$113,909
Darke	\$166,631	\$5,582
Defiance	\$110,436	\$3,700
Delaware	\$599,389	\$20,080
Erie	\$207,055	\$6,937
Fairfield	\$496,998	\$16,650
Fayette	\$101,238	\$3,392
Franklin	\$3,212,895	\$107,635
Fulton	\$139,487	\$4,673
Gallia	\$85,283	\$2,857
Geauga	\$198,335	\$6,644
Greene	\$532,891	\$17,852
Guernsey	\$121,096	\$4,057
Hamilton	\$1,559,996	\$52,261
Hancock	\$255,086	\$8,546
Hardin	\$97,613	\$3,270
Harrison	\$48,379	\$1,621
Henry	\$124,695	\$4,177
Highland	\$154,555	\$5,178
Hocking	\$86,179	\$2,887
Holmes	\$109,335	\$3,663
Huron	\$179,942	\$6,028
Jackson	\$59,183	\$1,983
Jefferson	\$153,968	\$5,158
Knox	\$124,907	\$4,184
Lake	\$551,292	\$18,469
Lawrence	\$165,421	\$5,542
Licking	\$365,588	\$12,248
Logan	\$135,729	\$4,547
Lorain	\$873,235	\$29,254
Lucas	\$1,206,678	\$40,425
Madison	\$90,644	\$3,037
Mahoning	\$609,834	\$20,430
Marion	\$111,533	\$3,736
Medina	\$412,250	\$13,811
Meigs	\$63,180	\$2,117
Mercer	\$182,864	\$6,126
Miami	\$353,343	\$11,837
Monroe	\$48,379	\$1,621
Montgomery	\$1,281,711	\$42,938
Morgan	\$54,026	\$1,810
Morrow	\$70,591	\$2,365
Muskingum	\$226,356	\$7,583
Noble	\$48,379	\$1,621
Ottawa	\$76,179	\$2,552
Paulding	\$60,718	\$2,034
Perry	\$85,052	\$2,849
Pickaway	\$188,129	\$6,302
Pike	\$79,407	\$2,660
Portage	\$354,883	\$11,889
Preble	\$92,555	\$3,101
Putnam	\$115,580	\$3,872
Richland	\$250,217	\$8,382
Ross	\$115,435	\$3,867
Sandusky	\$144,889	\$4,854
Scioto	\$185,809	\$6,225
Seneca	\$147,378	\$4,937
Shelby	\$183,097	\$6,134
Stark	\$871,863	\$29,208
Summit	\$1,176,503	\$39,414
Trumbull	\$326,500	\$10,938
Tuscarawas	\$208,426	\$6,982
Union	\$206,974	\$6,934
Van Wert	\$121,023	\$4,054
Vinton	\$48,379	\$1,621
Warren	\$625,238	\$20,946
Washington	\$182,954	\$6,129
Wayne	\$264,716	\$8,868
Williams	\$94,884	\$3,179
Wood	\$374,368	\$12,542
Wyandot	\$48,379	\$1,621
Statewide	\$29,849,996	\$1,000,000

Exhibit A – Allowable Costs

The purpose of this exhibit is to:

- 1) Provide further guidance on the allowable costs for this grant.
- 2) Define the budget and expenditure categories available for reporting allowable direct costs in the Grant Management System (GMS).

Allowable Costs

Indirect Costs

USDOE requires grants with a no supplant provision, such as Part C (34 CFR 303.225c), to follow specific regulations for indirect costs. Subrecipients choosing to charge indirect costs to this grant shall follow Section 1.5 of the Agreement.

Indirect costs charged to the Grant shall be in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs = (Restricted indirect cost rate) × (Total direct costs of the grant minus capital outlays, subgrants, and other distorting or unallowable items as specified in the grantee's indirect cost rate agreement)

If a grantee uses a restricted indirect cost rate, the general management and fixed costs covered by that rate must be excluded by the grantee from the direct costs it charges to the grant. See 34 CFR 76.569.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education and Workforce (DEW) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from DEW by June 1, 2025. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2025. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by DEW.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8% unless the subrecipient can validate that their negotiated rate meets the requirements of a RICR as outlined in 34 CFR 76.564 – 34 CFR 76.569. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.1 of this Agreement.

Direct Costs

Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination as defined in 34 CFR 303.34, evaluation and assessment as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Direct costs for providing these services shall be charged in accordance with Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs:

- 1) Meet the purpose of this grant as outlined in the grant agreement.
- 2) Are given consistent treatment. (A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.)
- 3) Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally-financed program in either the current or a prior period.
- 4) Are adequately documented.
- 5) Are reasonable.

Allowable costs may be allocable:

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Departments shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$5000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the Fixed Asset Schedule (Exhibit D), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

Telecommunication Costs. In accordance with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR 200.471(b) and 2 CFR 200.216.

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit G).

Allowable Direct Cost Examples

Uniform Guidance Section	Uniform Guidance Section Title	Applicable GMS Expense Category	Examples
200.421	Advertising	Other	Recruitment or procurement, such as running an ad to hire a service coordinator or evaluator. Advertising for the purpose of child find is allowable. Advertising for the purpose of central coordination activities is unallowable.
200.430	Compensation -Personal Services	Personnel	Salary
200.431	Compensation -Fringe Benefits	Personnel	Health Insurance
200.432	Conferences	Other	Conference fees for grant related professional development
200.439	Equipment	Equipment	Surface Pro with unit cost >\$1000
200.452	Maintenance and repair costs	Other	Repairs to a grant funded Surface Pro
200.453	Materials and supplies costs, including costs of computing devices	Supplies	Paper, booklets, iPads, laptops, where per unit cost is <\$1000, Battelle and Bayley evaluation materials
200.454	Memberships, subscriptions and professional activity costs	Other	Professional certifications such as Division of Early Childhood, Infant & Child Journals, Battelle and Bayley subscriptions
200.456	Participant Support Costs	Client Expense	Transportation cost for family to see an audiologist
200.459	Professional Service Costs	Contracts	Service coordination contracts, interpreters to support the provision of the services provided in accordance with this Agreement
200.461	Publication and printing costs	Supplies	Printing
200.463	Recruiting Costs	Other	Advertisement to recruit staff
200.471	Telecommunication costs and video surveillance Exceptions to these allowable costs are found in 2 CFR 200.216	Utilities/ Phone Service	Phones, internet & cell phone service
200.473	Training and education costs	Training	Dr. Solomon's P.L.A.Y training

200.474	Transportation costs	Supplies	Stamps, FedEx, USPS services
200.475	Travel costs	Travel	Mileage, transportation, lodging, meal per diem for employees

Note on the purchase of mobile apps: The purchase of mobile apps is allowable if it meets the purpose of the grant as outlined in the grant agreement. Subrecipients choosing to use a gift card (ex. iTunes) to purchase apps shall not charge the purchase of the *gift card* to the grant and shall only charge the grant once the purchase of the app. The receipt from the app purchase shall be maintained as support documentation for the purchase.

Exhibit B - Indirect Cost Worksheet

EI Service Coordination Grant Agreement 7.1.24

Please refer to EDGAR 34 CFR 76.560-76.569 for detailed guidance.

Designated Agency Name	
Restricted Indirect Cost Rate	8.00%

Personnel	Estimated Program Cost	Est. Program Cost * Indirect Rate %	Estimated Allowable Indirect
Grant-funded salary & fringe costs for all employees		-	-
Total	-	-	-

Only enter direct personnel costs incurred by the designated agency

Contracts	Estimated Program Cost	Est. Program Cost * Indirect Rate %	Estimated Allowable Indirect
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
Total	-	-	-

Other Direct Costs	Estimated Program Cost	Est. Program Cost * Indirect Rate %	Estimated Allowable Indirect
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
Total	-	-	-

Equipment In accordance with EDGAR, it is not allowable to charge indirect costs against capital expenditures, which includes equipment.

Grand Total	-	-	-
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Exhibit C - Budget Justification

The July 2024 – June 2025 (SFY25) Early Intervention Service Coordination agreement supports the provision of service coordination services, evaluation, assessment, and local child find outreach, as well as oversight and supervision of these activities.

All subrecipients are required to submit a budget justification with their budget request in GMS.

Important reminders:

- This document is intended to be completed by the **FCFC's designated agency for early intervention**.
 - Personnel, Equipment, Indirect Costs & Other Direct Cost categories are intended for the designated agency for early intervention use only.
 - All contracted costs should be reported in the Contract category.
- The submitted document should not exceed five pages.
- If answering for multiple counties, subrecipients may combine information across counties or break out separately depending on what makes the most sense for the local structure and circumstance.
- If choosing to budget for indirect costs, additional documentation is required. Please see Section 3.2 of the grant agreement.

By expense category (e.g., personnel, contracts, other direct costs), identify the estimated amount budgeted. Provide a brief narrative that breaks down the estimated costs. The categories identified in this document should align with the budget categories in GMS. Include the budgeted amount and how those funds will be used to support high quality EI service coordination, evaluations, assessments, local outreach, and supervision and oversight of these activities, to families in accordance with all applicable federal and state regulations.

Budget category totals approved in GMS are considered the final category totals, regardless of other documentation submitted. If the difference is insignificant (for example, less than \$1,000), an updated Exhibit C document doesn't need to be uploaded to GMS.

If the difference between a budget category total in GMS and the budget category total in Exhibit C significant (for example, greater than \$1,000) – the Departments will deny the budget submission. Subrecipients may either upload a revised Exhibit C document or adjust the budget category totals in GMS when resubmitting the budget. The Departments reserve the right to request additional information as part of the budget review process. This also applies to budget modification and budget amendment requests submitted throughout the fiscal year.

Sample Budget

Total Budget Amount: \$83,245.07

Personnel (Designated agency for early intervention):

FACFC Personnel: Amount requested is \$83,245.07 The Fairfield County FCFC has oversight of EI in Fairfield County. FCFC currently employs .60 FTE contract manager/Manager of the FCFC to manage contracted services, ensuring compliance with applicable Federal Part C and state DODD and DCY EI policies. The contract manager/FCFC Manager also participates in the Primary Service Providers' (PSPs) weekly meetings, including Fairfield County Board of Developmental Disabilities staff and other EI providers. The Contract Manager is credentialed as an EI Service Coordination Supervisor and is responsible for ensuring compliance with grant terms and conditions, informing community partners and FCFC Executive Committee of fiscal and programmatic updates, participation in EI system meetings with partners/contracting agencies and other program events, and supports collaboration within the county systems for families and children. This position also is responsible for audit compliance, accounts receivable and accounts payable, budgeting and entering financial information into EIGS.

This line item also employees .20 Support staff to the FCFC Contract Manager. This employee is managed by the FCFC Manager/Contract manager and participates in EI staff meetings of Lancaster-Fairfield Community Action Agency (LFCAA), the agency contracted for service coordination, and meets bi-weekly with the EISC Supervisor and EISCs for the purpose of following through with technical assistance, program management, compliance monitoring, peer support and caseload management. This individual will assist the contract manager with file reviews and attend the Primary Service Providers' (PSPs) weekly meetings and assist with tasks as needed.

Contract (\$450,000.00):

LFCAA Contract: Budget amount is \$450,000.00.

The Fairfield County Board of Commissioners and the FCFC will enter into a contract with Lancaster-Fairfield Community Action Agency (LFCAA) for implementation Early Intervention Service Coordination and Child Find Outreach activities at the direct-service level. The Board of Commissioners serves as the Administrative Agent for the FCFC. Under the terms and conditions of this agreement, LFCAA agrees to comply with all terms of the Grant and to provide all required reporting statements to the FCFC and the Ohio Department of Developmental Disabilities – HMG EI. LFCAA employs staff with the required credentials for EISC and has extensive outreach experience with the targeted population for the program to deliver high quality EI service coordination and outreach activities. EI Staff members of LFCAA are listed on Addendum B.

Equipment (\$0):

FACF Equipment: N/A

Other Direct Costs (\$2,767.93):

FACFC Other Direct Cost Amount requested is \$2,767.93 detailed as follows:

- **FACFC Training/ Staff Development** - This cost represents registration costs for participation in early intervention professional development. **Direct cost amount: \$300**
- **FCFC Supplies** - Office supplies needed for general operation of the program such as binder clips, copy paper, highlighters, labels, markers, pens, portfolios, pencils, message pads, rubber bands, staplers, binders, file folders, tape, computer accessories, power cords and desk trays. Supply cost is derived annually by a review of prior years' expenses, current inventory. Office supplies are purchased from a variety of vendors depending upon cost and quality. All purchased supplies will be used directly by the Early Intervention program for operations. This line item includes direct charges to EI for the cost to mechanically produce in large quantities reports related to the program compliance (e.g., Early Track reports, 45-day timeline, TRS, 30-day compliance reports for analysis and reporting purposes, training documents). This represents the number of copies estimated based on previous year's totals and planned projects for the current year. These costs are based on expenditures from previous years. **Direct cost amount: \$2,167.93**
- **FCFC Mileage** - This cost represents the EI Contract Manager's in-state travel costs for mileage reimbursement at the approved OBM mileage rate. The purpose of these funds will be to reimburse the Contract Manager for travel related to EI including mileage to trainings, monitoring visits to sub-contracted agency, and meetings at locations outside of the agency's office. Travel costs represent an estimate. **Direct cost amount: \$300**

Indirect Costs (\$0):

Indirect Costs: N/A

Exhibit D - Fixed Asset Schedule
Early Intervention Service Coordination Grant Agreement

Asset ID	Asset Description	Acquisition Date	Asset Location	Useful Life	Total Cost
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Exhibit E – Early Intervention Data System (EIDS)

The Early Intervention Data System (EIDS) is the data system the state uses to collect information about participants in the Early Intervention program. The purpose of this exhibit is to—

- Set forth the requirements for access to the EIDS.
- Clarify the data entry requirements for service coordination agencies.

Access to EIDS

- Each subrecipient must designate the Early Intervention contract manager as an “EI System Administrator” in EIDS. The subrecipient may also specify other persons to serve as additional EI System Administrators in EIDS. This person(s) will be responsible for creating and maintaining access to EIDS at the agency level. Only the state can create EI system administrator accounts.
- Prior to granting access to EIDS to any person, the subrecipient will ensure that the person has completed the “Early Intervention Data System Role Request Form” that is available on the Ohio Early Intervention website. The subrecipient will maintain these completed user agreements at the agency level for at least as long as the user requires access to EIDS.
- The subrecipient will ensure that the state is contacted within 24 hours of a system administrator no longer needing access to EIDS so the state can remove the access.
- The subrecipient will ensure that any local user’s access to EIDS is removed within 24 hours of the user no longer needing access to EIDS.
- Directions for obtaining access to EIDS are available here:
<https://ohioearlyintervention.org/data-system>

Data Entry in EIDS

- The subrecipient will ensure that all data entry required in EIDS, other than the EI exit information, is completed within 30 days of the event.
- The subrecipient will ensure that EI exit data, other than for children who exited due to turning age three, are entered within one business day of exit.
- The subrecipient may maintain case notes in hard copy in the child’s paper record, electronically in EIDS, or a combination of the two.
- The subrecipient will ensure that all users of EIDS in the county review the data entry guide and data entry guide supplement at least annually.

Exhibit F
UNITED STATES DEPARTMENT OF EDUCATION
Office of the Chief Financial Officer

MEMORANDUM to ED GRANTEEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S.

UNITED STATES DEPARTMENT OF EDUCATION
Office of the Chief Financial Officer

Department of Education must not be used on conference materials or signage without Department approval.

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

12/2014

Prosecutor's Approval Page

Resolution No.

A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council (FCFC) and the Ohio Department of Children and Youth (DCY) and Ohio Department of Developmental Disabilities (DODD) for State Fiscal Year 2025

(Fairfield County Family and Children First Council)

Approved as to form on 5/21/2024 10:42:13 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.s

A Resolution Approving a Grant Agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Family and Children First Council (FCFC) and the Ohio Department of Children and Youth (DCY) and Ohio Department of Developmental Disabilities (DODD) for State Fiscal Year 2025

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Personnel for April Activity paid to Fairfield County Health Department as a memo expenditure for Fund # 7521, Family Children First Council

WHEREAS, FCFC is responsible for paying the Health Department for their Personnel for April Activity costs; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434430 Reimbursement - \$4,494.54

This amount represents monies owed to the Health Department for FCFC's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCFC's Personnel for April Activity costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2340 Fairfield County Health Department

Account: 60819522-530000 Contractual Services

Amount: \$4,494.54

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department



Fairfield County
Health
 Department

INVOICE

1550 Sheridan Drive, Suite 100
 Lancaster, OH 43130
 Phone 740.652.2810

DATE:
INVOICE #

May 21, 2024
 2024-013 SC

Bill To: Fairfield County Family and Children First Council
 831 College Ave, Suite C
 Lancaster, Ohio 43130

DESCRIPTION	AMOUNT
Total Personnel for April Activity	\$4,091.55
Contracts	\$402.99
TOTAL	\$ 4,494.54

Federal Tax ID: 06-1823673

Please make all checks payable to **Fairfield County Health Department**.
 If you have any questions concerning this invoice, call 740-652-2800.

THANK YOU!

Signature Page

Resolution No. 2024-05.28.t

A resolution to approve a memo exp./ memo receipt for the costs of Personnel for April Activity paid to Fairfield County Health Department as a memo expenditure for Fund # 7521, Family Children First Council

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving the 2025 Title XX Social Services Block Grant County Profile Report

WHEREAS, Fairfield County Job and Family Services is required to submit the 2025 Title XX Social Services Block Grant County Profile Report to the Ohio Department of Job and Family Services;

WHEREAS, the 2025 Title XX Social Services Block Grant County Profile Report requires the signature of the President of the Fairfield County Commission.

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

The President of the Fairfield County Commission signs the 2025 Title XX Social Services Block Grant County Profile Report and provides a copy to the Fairfield County Job and Family Services Director.

Prepared by: Josh Crawford
cc: Corey Clark

**SOCIAL SERVICES BLOCK GRANT COUNTY PROFILE REPORT
SUMMARY ESTIMATE**

County: Fairfield

Date: 5/23/2024 Year: 2025

Prepared By: Josh Crawford Ohio Department of Job and Family Services
Telephone Number: 17406527603 E-mail Address: Josh.Crawford@jfs.ohio.gov

Provision Method	Code	Children	Adults				Totals	Expenditure Amount
			Age 59 Years & Younger	Age 60 Years & Older	Adults of Unknown Age	Total Adults		
SERVICE SUPPORTED WITH SSBG FUNDS								
Adoption Services - Title XX TANF Transfer	862	0	0	0	0	0	0	\$0.00
Adoption Services Title XX	710	0	0	0	0	0	0	\$0.00
Case Management - Title XX TANF Transfer	867	0	0	0	0	0	0	\$0.00
Case Management Adult Protective Services	785	0	0	0	0	0	0	\$0.00
Case Management Title XX	733	0	0	0	0	0	0	\$0.00
Congregated Meals - Title XX TANF Transfer	880	0	0	0	0	0	0	\$0.00
Congregated Meals - Adult Protective Services	779	0	0	0	0	0	0	\$0.00
Congregated Meals- Title XX	728	0	0	0	0	0	0	\$0.00
Counseling Services - Title XX TANF Transfer	866	0	0	0	0	0	0	\$0.00
Counseling Services - Title XX	716	0	0	0	0	0	0	\$0.00
Counseling Services-Adult Protective Services	769	0	0	0	0	0	0	\$0.00
Day Care - Adult - Adult Protective Services	771	0	0	0	0	0	0	\$0.00
Day Treatment for Children - Title XX TANF Transfer	865	0	0	0	0	0	0	\$0.00
Day Treatment for Children - Title XX	715	0	0	0	0	0	0	\$0.00

Education and Training Services - Title XX TANF Transfer	870	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Education and Training Services - Adult Protective Services	789	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Education and Training Services - Title XX	754	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Employment Services - Title XX TANF Transfer	879	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Employment Services - Adult Protective Services	778	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Employment Services - Title XX	726	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Family Planning Services - Title XX TANF Transfer	882	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Family Planning Services - Title XX	730	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
OHSTS Training - Title XX	747	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00

FOSTER CARE SERVICES

Foster Care Services - Adult- Adult Protective Services	772	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Foster Care Services - Children - Title XX	703	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00

HEALTH RELATED SERVICES

Health Related Services - Title XX	729	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Health Related and Home Health Services - Title XX TANF Transfer	883	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Health Related and Home Health Services - Adult Protective Services	782	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Home Health Aide Services - Title XX	732	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00

HOME BASED SERVICES

Home Based Services - Title XX TANF Transfer	877	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Home Based Services - Adult Protective Services	774	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Home Based Services - Title XX	721	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00

Home Delivered Meals - Title XX TANF Transfer	876	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Home Delivered Meals - Adult Protective Services	773	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Home Delivered Meals - Title XX	720	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Housing Services - Title XX TANF Transfer	885	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Housing Services - Adult Protective Services	791	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Housing Services - Title XX	755	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services - Title XX TANF Transfer	886	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services - Adult Protective Services	792	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Independent or Transitional Living Services - Title XX	756	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Information and Referral - Title XX TANF Transfer	860	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Information and Referral - Title XX	701	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Legal Services - Title XX TANF Transfer	884	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Legal Services - Adult Protective Services	786	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Legal Services - Title XX	734	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services - Title XX TANF Transfer	871	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Pregnancy and Parenting Services - Title XX	757	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Title XX TANF Transfer	872	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Adult Protective Services	794	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Prevention and Intervention Services - Title XX	758	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
PROTECTIVE SERVICES - ADULTS																		

Protective Services for Adults – Adult Protective Services	776	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Protective Services for Adults – Title XX	714	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
PROTECTIVE SERVICES - CHILDREN																	
Protective Services for Children - Title XX TANF Transfer	863	31	0	0	0	0	0	0	0	0	0	0	0	0	31	0	\$646,422.00
Protective Services for Children – Title XX	713	17	0	0	0	0	0	0	0	0	0	0	0	0	17	0	\$309,026.00
RECREATIONAL SERVICES																	
Recreational Services - Title XX TANF Transfer	861	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Recreational Services – Adult Protective Services	764	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Recreational Services – Title XX	708	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
RESIDENTIAL TREATMENT																	
Residential Treatment Services - Title XX TANF Transfer	875	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Adult Protective Services	761	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Residential Treatment Services – Title XX	702	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Special Services for - Youth Involved or at Risk of Involvement in Criminal Activity – Title XX	759	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Special Services for Drug - Alcohol Abusers - Title XX TANF Transfer	869	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments - Title XX TANF Transfer	878	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00

Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments – Adult Protective Services	775	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Special Services for Persons With Developmental or Physical Disabilities, Visual or Auditory Impairments – Title XX	722	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Special Services for Youth Involved or at Risk of Involvement in Criminal Activity - Title XX TANF Transfer	873	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Substance Abuse Services – Adult Protective Services	788	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Substance Abuse Services – Title XX	736	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Transportation – Title XX TANF Transfer	868	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Transportation – Adult Protective Services	787	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Transportation – Title XX	735	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
ALL OTHER SERVICES																		
Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Final Totals																		
Total Customer Served:		48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	\$955,448.00

Title XX Profile Public Hearing Summary for the May 21, 2024, 12:00PM and 5:00PM meetings.

We did not receive a response or feedback from the public on the Title XX Profile at either hearing.

Krista Humphries

Deputy Director of Community Services

Handwritten signature of Krista Humphries in black ink.

Josh Crawford

Deputy Director of Finance

Handwritten signature of Josh Crawford in black ink.

PUBLIC NOTICE
COMPREHENSIVE TITLE XX SOCIAL SERVICES PLAN
FISCAL YEAR 2025

A public hearing on the Title XX Comprehensive Social Services Plan will be held May 21, 2024, at 12:00 p.m. and 5:00pm at Fairfield County Job and Family Services, 239 West Main Street, Lancaster, Ohio. For additional information call Krista Humphries at 740.652.7662 or e-mail Krista.Humphries@jfs.ohio.gov.

Publish: March 28th.

Job Details

Order Number:

LW000075085

Classification:

Public Notices

Package:

General Package

Base amount:

\$51.61

Service fee:

\$2.06

Cash/Check/ACH

Discount:

-\$0.00

Total payment:

\$53.67

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type:

VISA

Account Details

Morgan Fox

239 W Main St

Lancaster, OH ♦ 43130

740-652-7602

morgan.fox3@ifs.ohio.gov

Fairfield County Job & Family Services

Credit Card - visa *****6922

Schedule for ad number LW0000750850

Thu Mar 28, 2024

Lancaster Eagle Gazette

All Zones

**COMPREHENSIVE TITLE
XX SOCIAL SERVICES
PLAN FISCAL YEAR 2025**

A public hearing on the Title XX Comprehensive Social Services Plan will be held May 21, 2024, at 12:00 p.m. and 5:00pm at Fairfield County Job and Family Services, 239 West Main Street, Lancaster, Ohio. For additional information call Krista Humphries at 740.652.7662 or e-mail Krista.Humphries@ifs.ohio.gov.
Publication Dates
L00000000

Signature Page

Resolution No. 2024-05.28.u

A Resolution Approving the 2025 Title XX Social Services Block Grant County Profile Report

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the Approval of the FY25 Juvenile Court Funding Application Update with the Ohio Department of Youth Services.

WHEREAS, Fairfield County Juvenile Court is the recipient of a Subsidy Grant from the Department of Youth Services; and

WHEREAS, a grant application update is required for the FY25 Grant Year; and

WHEREAS, Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said grant application update and requests the approval of the Commissioners; and

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

Section 1. That the Board of Commissioners resolve to approve the Juvenile Court Grant Funding Application Update with the Ohio Department of Youth Services for the period of July 1, 2024, to June 30, 2025.

Prepared by: Alisha Hoffman
cc: Fairfield County Juvenile Court

**Ohio Department of Youth Services Subsidy Grant
JUVENILE COURT FUNDING APPLICATION UPDATE**

Submit electronically in PDF format by June 3, 2024 to:


DYSGrantsreporting@DYS.Ohio.gov

Juvenile Court: Fairfield County

Fiscal Year 2025 Projections:

- a) Projected number of admissions to DYS in FY 2025: 2
- b) This represents (check one) from the previous year:
 an increase a decrease no change
- c) Projected number of admissions to a CCF in FY 2025: 2
- d) This represents (check one) from the previous year:
 an increase a decrease no change

Authorized Signatures:



Administrative Judge

5/22/24
Date

President, Board of County Commissioners
or County Executive

Date

Required Attachments to this page:

- Attachment A, Page 1, for FY 2025
- Attachment A, Page 2, for FY 2025
- Budget Forms for each program listed on Attachment A, Page 2

A Program Narrative (Attachment B) only needs to be submitted if one or both of the following is true:

- The court is creating a new program for FY 2025
- The program has changed to the extent that the current Program Narrative (Attachment B) is no longer accurate

**Fiscal Accountability
Attachment A Page 1**

County: FY25 FAIRFIELD 5.21.24

Allocations			
FY 2025 Tentative Base Allocation (YSG/510)	(1A)	\$	220,408.00
FY 2025 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	630,289.81
FY 2025 Supplemental RECLAIM Allocation	(3A)	\$	
FY 2025 Targeted RECLAIM Allocation	(4A)	\$	
FY 2025 Competitive RECLAIM Allocation	(5A)	\$	
FY 2025 JDAI Allocation	(6A)	\$	
FY 2025 Y/E EVB Program Development Allocation	(7A)	\$	
FY 2025 Behavioral Health Juvenile Justice (BHJJ)	(8A)	\$	
Allocations Subtotal			(A) \$ 850,697.81
Tentative Carryover Balance as of 6/30/24 and Carryover Limit			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	207,167.87
Targeted RECLAIM Carryover	(2B)	\$	
Competitive RECLAIM Carryover	(3B)	\$	174,732.68
JDAI Carryover	(4B)	\$	
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B)	\$	339,156.93
Behavioral Health Juvenile Justice (BHJJ)	(6B)	\$	
Tentative Carryover Subtotal			(B) \$ 721,057.48
Carryover Limit			(C) \$ 214,927.74
<i>(25% of Total FY 2023 RECLAIM and Youth Services Grant Allocations)</i>			
Exemptions			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	
Targeted RECLAIM Exemption	(2D)	\$	
Competitive RECLAIM Exemption	(3D)	\$	174,732.68
JDAI Exemption	(4D)	\$	
Y/E EVB Program Development	(5D)	\$	339,156.93
Behavioral Health Juvenile Justice (BHJJ)	(6D)	\$	
Total Exemptions			(D) \$ 513,889.61
Withholdings			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	
Targeted RECLAIM	(2E)	\$	
Competitive RECLAIM	(3E)	\$	
JDAI	(4E)	\$	
Y/E EVB Program Development	(5E)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6E)	\$	
Withholding Estimate (to be withheld from FY 2025 payments)			(E) \$ -
Available Program Funds			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,057,865.68
Targeted RECLAIM	(2F)	\$	
Competitive RECLAIM	(3F)	\$	174,732.68
JDAI	(4F)	\$	
Y/E EVB Program Development	(5F)	\$	339,156.93
Behavioral Health Juvenile Justice (BHJJ)	(6F)	\$	
Total Available FY 2025 Program Funds			(F) \$ 1,571,755.29
Estimated Program Costs			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	996,013.90
Targeted RECLAIM Estimated Program Costs	(2G)	\$	
Competitive RECLAIM Estimated Program Costs	(3G)	\$	174,732.68
JDAI Estimated Program Costs	(4G)	\$	
Y/E EVB Program Development Costs	(5G)	\$	339,156.93
Behavioral Health Juvenile Justice (BHJJ)	(6G)	\$	
Total Estimated FY 2025 Expenditures			(G) \$ 1,509,903.51
Unallocated Funds			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	61,851.78
Targeted RECLAIM Unallocated	(2H)	\$	
Competitive RECLAIM Unallocated	(3H)	\$	0.00
JDAI Unallocated	(4H)	\$	
Y/E EVB Program Development Unallocated	(5H)	\$	0.00
Behavioral Health Juvenile Justice (BHJJ)	(6H)	\$	
Total Unallocated FY 2025 Funds			(H) \$ 61,851.78

* Supplemental Allocation included in RECLAIM amount

Staff Positions Budget Form

COUNTY: FAIRFIELD 05.14.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Diversion 1 of 2

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Patrick Epler	Deputy Director Diversion/QA	Existing	1040	40.82	\$ 42,452.80
			1040	42.45	\$ 44,148.00
Joseph Bennett	Diversion Coordinator	Existing	1040	31.31	\$ 32,562.40
			1040	32.56	\$ 33,862.40
Kayla Hittle-Martinez	Lead Case Manager	Existing	1040	25.31	\$ 26,322.40
			1040	26.32	\$ 27,372.80
Tara Cockerham	Case Manager	Existing	1040	28.02	\$ 29,140.80
			1040	29.14	\$ 30,305.60
Amanda Enderle	Case Manager	Existing	1040	24.46	\$ 25,438.40
			1040	25.44	\$ 26,457.60
TOTAL STAFF POSITIONS					\$ 318,063.20

Fringe Benefits

Type	OPERS	\$ 72,688.00	
Type	Ins/EAP	\$ 178,760.00	
Type	Workers Comp	\$ 7,788.00	
Type	Medicare	\$ 7,529.00	
Type	Life Ins	\$ 331.00	
TOTAL FRINGE BENEFITS			\$ 267,096.00
TOTAL STAFF and FRINGE BENEFITS			\$ 585,159.20

Budget Narrative - Describe the services that the positions will provide.
 DIVERSION CASE MANAGERS OFFER DIVERSION ACCOUNTABILITY PROGRAM SERVICES WHICH PRIMARILY FOCUS ON ALTERNATIVES TO THE YOUTH BEING FORMALLY CHARGED AND/OR GOING THROUGH THE PROCESS OF THE TRADITIONAL, MORE LENGTHY MEANS OF THE JUVENILE JUSTICE SYSTEM.
 *FRINGE BENEFITS IS INCLUSIVE OF ALL DIVERSION STAFF, TOTAL OF 8. ADDITIONAL SALARY DETAIL FOUND ON PAGE 1 OF 2 STAFF BUDGET FORM.

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD 05.14.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Diversion 1 of 2

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
<u>Lisa Kandra</u>	<u>Private</u>	<u>Facilitation of Assessments/Groups</u>	<u>1</u>	<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
<u>Connexion Club</u>	<u>Private</u>	<u>Credits Recovery, Mentoring, and Classes</u>	<u>1</u>	<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>
Total Purchased or Contract Services					\$ 115,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: FAIRFIELD 05.14.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Diversion 1 of 2

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Orbis	1	\$ 1,425.00	\$ 1,425.00	Mental Health Screening Tool
Office Chair	8	\$ 150.00	\$ 1,200.00	Replacement for Case Management Staff
Total Maintenance Costs			\$ 2,625.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: FAIRFIELD 05.14.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Diversion 2 of 2

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary Bowen	Case Manager	Existing	1040	22.83	\$ 23,743.20
			1040	23.74	\$ 24,689.60
Brooke Woods	Case Manager	Existing	1040	23.63	\$ 24,575.20
			1040	24.58	\$ 25,563.20
Leslie Glenn	Case Manger	Existing	1040	22.83	\$ 23,743.20
			1040	23.74	\$ 24,689.60
TBD Full Time Employee	Case Manager	New	1040	22.83	\$ 23,743.20
			1040	23.74	\$ 24,689.60
TOTAL STAFF POSITIONS					\$ 195,436.80

Fringe Benefits

Type	_____	_____
Type	_____	_____
Type	_____	_____
Type	_____	_____
Type	_____	_____

TOTAL FRINGE BENEFITS _____

TOTAL STAFF and FRINGE BENEFITS **\$ 195,436.80**

Budget Narrative - Describe the services that the positions will provide.
 DIVERSION CASE MANAGERS OFFER DIVERSION ACCOUNTABILITY PROGRAM SERVICES WHICH PRIMARILY FOCUS ON ALTERNATIVES TO THE YOUTH BEING FORMALLY CHARGED AND/OR GOING THROUGH THE PROCESS OF THE TRADITIONAL MORE LENGTHY MEANS OF THE JUVENILE JUSTICE SYSTEM.

*SEE PAGE 1 OF 2 FOR FRINGE BENEFIT TOTAL, INCLUSIVE OF ALL DIVERSION STAFF

Staff Positions Budget Form

COUNTY: FAIRFIELD 05.08.24

FUNDING CATEGORY: Y/E EVB Program Development

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Resource Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
<u>Justin Carpenter</u>	<u>Resource Center Specialist</u>	<u>Existing</u>	<u>1040</u>	<u>22.83</u>	<u>\$ 23,743.20</u>
			<u>800</u>	<u>23.74</u>	<u>\$ 18,992.00</u>
TOTAL STAFF POSITIONS					\$ 42,735.20

Fringe Benefits

Type	<u>OPERS</u>	<u>\$ 5,983.00</u>	
Type	<u>Insurance</u>	<u>\$ 8,406.00</u>	
Type	<u>Workers Comp</u>	<u>\$ 642.00</u>	
Type	<u>Medicare</u>	<u>\$ 620.00</u>	
Type	<u>Life</u>	<u>\$ 34.00</u>	
TOTAL FRINGE BENEFITS			\$ 15,685.00
TOTAL STAFF and FRINGE BENEFITS			\$ 58,420.20

Budget Narrative - Describe the services that the positions will provide.
 THE RESOURCE CENTER STAFF PROVIDE THE SUPERVISION OF THE YOUTH, TRANSPORTATION TO/FROM RESOURCE CENTER, COORDINATION OF CORE AND EVIDENCE BASED PROGRAM COMPONENTS, QUALITY ASSURANCE TRACKING, AND COMMUNICATION WITH THE COURT, COMMUNITY PARTNERS, AND VENDORS

Staff Positions Budget Form

COUNTY: FAIRFIELD 05.08.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Resource Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
<u>Justin Carpenter</u>	<u>Resource Center Specialist</u>	<u>Existing</u>	<u>240</u>	<u>23.74</u>	<u>\$ 5,697.60</u>
TOTAL STAFF POSITIONS					\$ 5,697.60

Fringe Benefits

Type	<u>OPERS</u>	<u>\$ 797.66</u>	
Type	<u>Insurance</u>	<u>\$ 1,126.74</u>	
Type	<u>Workers Comp</u>	<u>\$ 85.46</u>	
Type	<u>Medicare</u>	<u>\$ 82.62</u>	
Type	<u>Life</u>	<u>\$ 2.82</u>	
TOTAL FRINGE BENEFITS			\$ 2,095.30
TOTAL STAFF and FRINGE BENEFITS			\$ 7,792.90

Budget Narrative - Describe the services that the positions will provide.
 THE RESOURCE CENTER STAFF PROVIDE THE SUPERVISION OF THE YOUTH, TRANSPORTATION TO/FROM RESOURCE CENTER, COORDINATION OF CORE AND EVIDENCE BASED PROGRAM COMPONENTS, QUALITY ASSURANCE TRACKING, AND COMMUNICATION WITH THE COURT, COMMUNITY PARTNERS, AND VENDORS

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD 05.08.24

FUNDING CATEGORY: Competitive. RECLAIM

Activity Purpose: Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Community-Based Respite

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
The Village Network	Private	Respite Services, Case Management	1	\$ 98,100.00	\$ 98,100.00
Total Purchased or Contract Services					\$ 98,100.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: FAIRFIELD 05.21.24

FUNDING CATEGORY: Y/E EVB Program Development

Activity Purpose: Program Development

LOCAL PROGRAM / ACTIVITY NAME: Carey Guides, BITS, CQI, Roca, Training, and Other

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Roca, Inc	Private	Roca Rewire CBT Training	1	\$ 220,950.00	\$ 220,950.00
Trauma Resource Institute	Private	CRM Training	1	\$ 1,600.00	\$ 1,600.00
Motivational Interviewing	Private	MI Training	1	\$ 1,000.00	\$ 1,000.00
The Village Network	Private	Respite Services 6 + nights	1	\$ 10,186.73	\$ 10,186.73
Carey Group	Private	Carey Guides, BITS, and CQI	1	\$ 47,000.00	\$ 47,000.00
Total Purchased or Contract Services					\$ 280,736.73

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Signature Page

Resolution No. 2024-05.28.v

A Resolution Authorizing the Approval of the FY25 Juvenile Court Funding Application Update with the Ohio Department of Youth Services

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the Fiscal Year 2024 Community Development Block Grant Neighborhood Revitalization Program [Regional Planning]

WHEREAS, the Fairfield County Board of Commissioners (“the Board”) desires to submit a FY2024 CDBG Neighborhood Revitalization Program Grant application to the State of Ohio, Office of Community Development; and

WHEREAS, The Village of Bremen meets the eligibility requirements for the Board to apply for FY 2024 Neighborhood Revitalization Programs funds through the CDBG program; and

WHEREAS, in order to submit said application, the Board is required to approve the FY 2024 CDBG Neighborhood Revitalization Program activities; and

WHEREAS, the proposed activities were discussed in public meetings held at the Village Offices in Bremen prior to submission of the application to the State of Ohio, Office of Community Development.

WHEREAS, the proposed activities were advertised and public hearings by the Board were held on March 5, 2024 and May 28, 2024 prior to submission of the application to the State of Ohio, Department of Development

WHEREAS, The Board has committed \$80,900 in FY 2024 CDBG Allocation Program funds for the Bremen Howell Walking Path Improvement Project in support of the Neighborhood Revitalization Program application.

A resolution to approve the Fiscal Year 2024 Community Development Block Grant Neighborhood Revitalization Program [Regional Planning]

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

Section 1. That the Board hereby approves the following FY 2024 CDBG Neighborhood Revitalization Program activities on behalf of the Village of Bremen:

1. Marietta Street Paving & Drainage Improvements	\$191,800
2. Broadstreet Sidewalk	\$384,400
3. Water Treatment Plant – Softener Resin Replacement	\$ 89,000
4. Community Pool Improvements	\$ 54,800
5. Administration	\$ 30,000
<hr/>	
	\$750,000

Section 2. The Fairfield County Regional Planning Commission is hereby requested to complete and submit the CDBG Neighborhood Revitalization Program FY 2024 application.

Section 3. The Board hereby authorizes itself to submit the application to the Ohio Department of Development.

Section 4. This Board hereby authorizes its President to act with respect to the application.

Prepared by: Josh Hillberry
cc: Regional Planning

Signature Page

Resolution No. 2024-05.28.w

A Resolution to Approve the Fiscal Year 2024 Community Development Block Grant
Neighborhood Revitalization Program

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the Fiscal Year 2024 Community Development Block Grant Allocation Program Application [Regional Planning]

WHEREAS, the Fairfield County Board of Commissioners (“the Board”) is required to approve the FY 2024 CDBG Program activities; and

WHEREAS, the proposed activities were advertised and public hearings were held on March 5, 2024 and May 28, 2024 prior to submission of the application to the State of Ohio, Development Services Agency; and

WHEREAS, Fairfield County conducted a Community Development Implementation Strategy to prioritize projects.

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 hereby approve the following FY 2024 CDBG Allocation Program and activities:

Walnut Township Fairfield Beach Community Park	\$ 94,650
Village of Rushville Lagoon with Flow Meter Replacement	\$ 84,450
Village of Amanda ADA curb ramps	\$100,000
Howell Park Walking Path*	\$ 80,900
Administration/Fair Housing	\$ 30,000
	<hr/>
	\$390,000

*Matching funds for \$750,000 Neighborhood Revitalization Program Grant request

Prepared by: Josh Hillberry
cc: Regional Planning

Signature Page

Resolution No. 2024-05.28.x

A Resolution to Approve the Fiscal Year 2024 Community Development Block Grant Allocation Program Application

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to enter into a grant agreement with the Ohio Department of Natural Resources.

WHEREAS, The Fairfield County Sheriff’s Office is asking to enter into a grant agreement with the Ohio Department of Natural Resources Marine Patrol Assistance Program; and

WHEREAS, The purpose of this is to help facilitate the operation of a Marine Patrol unit on the waters of Fairfield County; and

WHEREAS, The Fairfield County Sheriff’s Office will provide on-water boat patrols, enforce boating rules and regulations, educate boaters, conduct vessel safety inspections, and respond to boating emergencies while positively engaging with the public; and

WHEREAS, The Sheriff’s Office will engage the Marine Patrol Unit, performing the prescribed duties from the weekend of Memorial Day to Labor Day; and

WHEREAS, The Fairfield County Administrator, Aundrea Cordle is authorized to execute this agreement; and

WHEREAS, The total grant award is 10,588.50 and The Fairfield County Sheriff’s Office will match funds of 3529.50; and

WHEREAS, The Fairfield County Sheriff’s Office will commit the necessary funds to the program.

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

Section 1. That the Fairfield County Board of Commissioners hereby resolves to approve The Sheriff’s Office entering into a grant agreement with the Ohio Department of Natural Resources.

Prepared by: Mendi Rarey
cc: Chief Deputy Jared Collins

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: Grant Award (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explanation): Grant Award
- 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 _____)
 - 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 - 4. Purchase Order is included with Agreement

Signed this 22 day of May, 202024

Minda Ramey
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.***



Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance



Reminder and Notes

1. **The Division of Parks and Watercraft will not accept any Application for Assistance and Estimated Budget that is emailed after December 15, 2023.** No exceptions shall be made for this deadline.
2. **Please provide responses in the provided form.**
3. On the Agency Contacts page, you must include your agency's Entity Name and Unique Entity Identifier (UEI) as it shows in SAM.gov. Most organizations already have a UEI, check with your agency administrators or fiscal staff. The UEI is a tool that the federal government uses to track federal money. Federal funds make up a portion of the Division's assets and are used to fund programs like the MPAGP. Ensure that you allow for your entity's non-sensitive information to be displayed in SAM public search results. Verify that the annual expiration date is late in the calendar year of the grant cycle. Updating the UEI or registering for one can be completed by clicking this link [Unique Entity Identifier](#).
4. Any organization (payee) who expects to receive payment from the state of Ohio must register at OhioPays (formerly called the Supplier Portal). Most agencies probably already have a profile set up. Work with your administrators to register or to ensure that your agency profile is current. If your agency's name, address, or any other information has changed recently, your payee profile may also have to be updated. A payee may elect to add Electronic Funds Transfer (EFT) information. Click here [OhioPays](#) for more information.
5. Click on this link [Marine Patrol Grant Opportunities](#) to download the:
 - Application for Assistance (Word document)
 - Estimated Budget (Excel spreadsheet)
6. If the above links do not work, see page iii of the MPAGP Guidelines.

Email Application and Estimated Budget to:

ODNR Division of Parks and Watercraft
Attn: Cindy Bellar
Boating Law Administrator
Cynthia.Bellar@dnr.ohio.gov
(614)265-6504



**Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance**



Request for Assistance

Fairfield County Sheriff's Office

Name of Agency

is hereby requesting financial assistance from the State of Ohio, Department of Natural Resources, Division of Parks and Watercraft to establish or maintain and operate a marine patrol as provided in Section 1547.67 of the Ohio Revised Code.

Enclosed is the Application for Assistance which includes the following forms: Request for Assistance, Agency Contacts, Marine Patrol Schedule, Agency Information, and Estimated Budget .

Jared B. Collins Chief Deputy

11/15/2023

Name of Program Administrator and Title

Date

DocuSign Information

The final Agreement will be sent to the agency via DocuSign. The head of the agency or appropriate administrator(s) will receive an email containing the Agreement documents. This is an electronic signature process.

Head of agency or administrator(s) with signature authority (up to two):

Alex Lape	Sheriff	alex.lape@fairfieldcountyohio.gov	740-652-7254
Name	Title	Email Address	Phone Number

Jared Collins	Chief Deputy	jared.collins@fairfieldcountyohio.gov	740-652-7253
Name	Title	Email Address	Phone Number

Name of person(s) to be copied in the email when the Agreement is sent via DocuSign:

Elisa Dowdy	Civil Division Supervisor	elisa.dowdy@fairfieldcountyohio.gov	740-652-7328
Name	Title	Email Address	Phone Number

Name	Title	Email Address	Phone Number
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Agency Contacts

Marine Patrol Unit Name: Fairfield County Sheriff's Office

Federal Tax I.D. #: 31-64-000-66 County: Fairfield

Unique Entity Identifier (UEI) Information from SAM.GOV:

604746987	Fairfield County Sheriff's Office	N/A
Unique Entity Identifier	Entity Name as it appears in SAM.gov	Expiration

Program Administrator

(Example: Chief of Police, Sheriff, Parks Director, etc.)

Name / Title: Jared B. Collins / Chief Deputy
 Address: 345 Lincoln Ave.
 City / State / Zip: Lancaster, Ohio, 43130
 Phone & Ext: 740-652-7253
 E-Mail: jared.collins@fairfieldcountyohio.gov

Marine Patrol Contact(s)

(Example: Officer/Supervisor/Official in Charge of the Marine Patrol Program)

Name / Title: Jared Collins / Chief Deputy/ Law Enforcement Division
 Address: 345 Lincoln Ave.
 City / State / Zip: Lancaster, Ohio 43130
 Phone & Ext: 740-652-7253
 Alternate Phone: 740-808-2649
 E-Mail: Jared.collins@fairfieldcountyohio.gov
 Other Name / Title: Jason Hodder / Lieutenant / Program Supervisor
 Phone & Ext: 740-652-7905
 E-Mail: Jason.hodder@fairfieldcountyohio.gov
 Other Name / Title: Mike Busby / Deputy / Boat Lead
 Phone & Ext: 740-652-7911
 E-Mail: Mike.busby@fairfieldcountyohio.gov

NOTE: Include email address of all contacts you want to be included in the email distribution list. If any changes occur after this has been submitted, please submit a revised copy to:

Cindy Bellar
Cynthia.Bellar@dnr.ohio.gov



Marine Patrol Schedule

Marine Patrol Unit Name: Fairfield County Sheriff's Office

A. Years of Continuous Service

0 The specific number of continuous years of participation in the Division's Marine Patrol Assistance Grant Program. If your agency experienced a break in continuous service with the Marine Patrol Assistance Grant Program for any reason, please reflect this accurately by stating the most recent years of continuous participation.

B. Operations

NOTE: The marine patrol shall provide watercraft enforcement patrols on all three summer holiday weekends and most of the weekends between Memorial Day through Labor Day.

- The marine patrol program is scheduled to operate from 05/25/2024 (mm/dd/yyyy) to 09/14/2024 (mm/dd/yyyy).
- Boat patrols and courtesy vessel safety inspections are scheduled from 05/25/2024 (mm/dd/yyyy) to 09/14/2024 (mm/dd/yyyy).
- Estimated Average Weekly Boat Patrol and Inspection Hours: 30
- Does your agency have an appropriate and dedicated law enforcement patrol vessel for use? If yes, please describe.

Yes, 24 foot Trophy Police Patrol center console with a 150 Yamaha outboard engine.

- Does the waterway(s), in which your agency will patrol, restrict access to members of a private community?

No

- Are all officers or individuals who patrol commissioned Ohio Peace Officers? If no, explain.

Yes



**Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance**



C. Waterway(s) and Patrol Description/Technique

Please complete the following page regarding your agency's marine patrol schedule. List the waterway(s) your agency will patrol in the left column. Provide anticipated patrol times and patrol description or techniques for each waterway.

	Waterway	Patrol Times	Description/Techniques
1.	Buckeye Lake	Friday 1200 to 1900	General Patrol, courtesy assistance and service to the islands within Fairfield County.
2.	Buckeye Lake	Saturday 1200 to 1900	General Patrol, courtesy assistance and service to the islands within Fairfield County.
3.	Buckeye Lake	Sunday 1000 to 1600	General Patrol, courtesy assistance and service to the islands within Fairfield County.
4.	Buckeye Lake	Holidays and special events	General Patrol, courtesy assistance and service to the islands within Fairfield County.
5.	Buckeye Lake	Upon Request	Mutual aid to: ODNR, Fairfield County Spec Ops Dive Rescue, Walnut Twp. FD, Licking County Sheriff's Office and Perry County Sheriff's Office.
6.	Rush Creek Lake	Upon Request	Mutual aid to: ODNR, Fairfield County Spec Ops Dive Rescue, and Perry County Sheriff's Office.
7.			



Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance



8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



Agency Information

A. Boating Access and Docks

1. 2000 Total number of docks (public, private, & rack storage) within jurisdiction.
2. 12 Total numbers of paved boat launch lanes within jurisdiction.

B. Total Surface Acres of Water

1. 1868 Total surface acres of water in your jurisdiction that is greater than two feet deep excluding wetlands and swamps. Please provide surface acres, not miles of shoreline square miles, etc.
2. **New applicants attach a map of the waterways you patrol indicating your jurisdictional boundaries (or, if previously submitted maps have changed)**

C. Uniqueness of Area and/or Extenuating Circumstances

Provide a written narrative describing the uniqueness of your jurisdiction, boating area, and/or any extenuating circumstances. This narrative can reflect things that are beyond the agency's control and that influence the outcome of the agency's marine patrol program (i.e., weather, mechanical failures, budget, night/day traffic volume, boater use pattern, special non-marine events, proximity or non-proximity to metropolitan areas, presence of establishments that serve alcohol, amphitheaters, ball parks, navigation hazards, etc.). Attach additional page(s) as necessary.

As Ohio's oldest state park, Buckeye Lake is an area rich in history and diverse in environmental attractions. Due to its size and proximity to Columbus and central location in the state, Buckeye Lake has become a premier recreational area. With the completion of the dam project Buckeye Lake has experienced a level of growth surpassing any expectations.

Buckeye Lake sits in 3 counties, Fairfield, Licking and Perry. Over half of the lake is in Fairfield County.

The Fairfield County Sheriff's Office patrols all of the unincorporated areas around the lake and islands.

The Fairfield County Sheriff's Office started our Marine Patrol program last year with 3 Deputies and a LESO 1033 military surplus boat.

The need to assist and augment the ODNR mission on the lake is clear. Due to heavy recreational and fishing boat traffic at all hours, dozens of liquor establishments and multiple privately owned islands within the Sheriff's Office jurisdiction it became imperative for the Fairfield County Sheriff's Office to develop a presence on the lake and partner with ODNR Officers on the water.

The Fairfield County Sheriff's Office averaged 20 hours of coverage on the lake per week last year and participated in several events and joint operations with ODNR, Fire/EMS and Dive Rescue. The Sheriff's Office is currently a participating member of the Fairfield County Spec Ops Dive Rescue unit and has 4 Deputies assigned.

The Fairfield County Sheriff's Office Marine Patrol intends to increase the weekly Patrol hours to at least 30, as well as continuing coverage on holiday weekends. The Sheriff's Office is committed to continuing our partnerships with ODNR, Fire/Ems and Dive Rescue as well as developing possible partnerships or agreements with other jurisdictions on the lake.



**Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance**



A large, empty rectangular box with a thin black border, intended for the applicant to provide information or details for the grant application.



**Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance**



F. Commercial Traffic

List the types of commercial traffic that navigate in or through the agency's jurisdiction (i.e., freighter, commercial barge traffic, locks, commercial vessels carrying greater than 6 passengers, seaports, etc.). Attach additional pages as necessary.

Type of Commercial Traffic	Estimated Numbers
Queen of the Lake dinner cruise	1
Fishing Charters	15-20
Charter Taxi boats	5-10
Kayak outfitters	5-10

G. Local ordinances, regulations, laws

Please attach all local ordinances, regulations, laws that your agency would enforce within your jurisdiction. Do not include ORC or OAC that we have on file already.

H. Utilize the provided Excel spreadsheet at <https://ohiodnr.gov/wps/portal/gov/odnr/buy-and-apply/apply-for-grants/grants/marine-patrol-assistance> for your Estimated Budget

Prosecutor's Approval Page

Resolution No.

A Resolution to enter into a grant agreement with the Ohio Department of Natural Resources.

(Fairfield County Sheriff)

Approved as to form on 5/22/2024 2:54:35 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.y

A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a one-year contract extension between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office.

WHEREAS, Fairfield County currently has a contract with Premier Physician Services to provide medical services for the Fairfield County Jail (FCJ), located at 345 Lincoln Avenue, Lancaster, Ohio, pursuant to ORC 341.192; and

WHEREAS, as the current contract was set to expire on April 30, 2024; and

WHEREAS, Team Health/Premier Physicians Services Inc. has provided a letter offering to provide healthcare services for an additional one year contract as stated in the contract executed April 28, 2020 by resolution 2020-04.28.o;

WHEREAS, the contract includes nursing services, physician and practitioner services at required levels needed for jail operations;

WHEREAS, the contract extension letter has been approved to form by the Assistant Prosecuting Attorney and proper encumbrances are in place;

WHEREAS, jail staff will continue to monitor and evaluate the contracted services for effectiveness;

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 enters into the agreement with TeamHealth/Premier Physician Services, Inc., as attached.

Prepared by: Mendi Rarey
Sheriff

May 20, 2024

Fairfield County Sheriff Office
Attn Chief W. Ervin
345 Lincoln Ave
Lancaster, Ohio 43130

To whom it may concern,

It is a pleasure for TeamHealth/Premier Physician Services, Inc., a private corporation, to provide quality healthcare services at Fairfield County Jail. It is our intention to continue providing these same healthcare services for the additional +1 year contract terms if agreeable by the County.

Premier Physician Services, Inc. has been proud of the health care services that have been provided in your correctional facility over the last six years and look forward to the opportunity to continue that work for Fairfield County. Please feel free to contact me directly should you have any questions or need additional information on the correctional healthcare services.

Respectfully,
Rebecca 'Becky' Newport
Director, Correctional Health Care
Office: 937-312-3351
Cell: 937-206-5203
Email: rebecca_newport@teamhealth.com

A resolution authorizing the approval of a contract Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office.

WHEREAS, Fairfield County currently has a contract with Premier Physician Services to provide medical services for the Fairfield County Jail (FCJ), located at 345 Lincoln Avenue, Lancaster, Ohio, pursuant to ORC 341.192;

WHEREAS, as the current contract was set to expire on April 30, 2020, Fairfield County issued a Request for Proposals (RFP) to solicit proposals for providing medical services at the FCJ for a new contract to begin May 1, 2020;

WHEREAS, Fairfield County received two proposals to its RFP and, after negotiations with the highest scoring proposal, the Fairfield County Sheriff's office is recommending to the Fairfield County Board of Commissioners for the Board to enter into a contract with Premier Physician Services to provide medical services at the FCJ for a three year term beginning May 1, 2020;

WHEREAS, the contract includes nursing services, physician and practitioner services at required levels needed for jail operations;

WHEREAS, the contract has been approved to form by the Assistant Prosecuting Attorney and proper encumbrances are in place;

WHEREAS, jail staff will continue to monitor and evaluate the contracted services for effectiveness;

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 enters into the agreement with Premier Physician Services, Inc., as attached.

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 # **24000583 - 00**

Delivery must be made within doors of specified destination

Expiration Date: 03/15/2025

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

Revisions: 000

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PREMIER PHYSICIANS SERVICES
PO BOX 634850
CINCINNATI, OH 45263-4850

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
937-312-3326		680		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	13033			SHERIFF-ADMIN
NOTES				

PO Requisitioner Name : Emylee Noel Gussler
E mail Address : emylee.gussler@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MEDICAL SERVICES CONTRACT GL Account: 23100101 - 533011	1.0	EACH	\$567,015.00	\$567,015.00

GL SUMMARY	
23100101 - 533011	\$567,015.00

~~529,397.65~~
448,881.34
377,582.89

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$567,015.00 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 **\$567,015.00**

5/28/2024

For Department Use ONLY

454

AGREEMENT
between
Premier Physician Services, Inc.
and
Fairfield County Sheriff's Office

This Agreement is entered into between Premier Physician Services, Inc., an Ohio corporation and TeamHealth subsidiary (hereinafter known as "PPS"), the Fairfield County Sheriff's Office (hereinafter known as "AGENCY"), and the Fairfield County Board of Commissioners (hereinafter known as "BOARD").

RECITALS

- A. AGENCY operates correctional facilities that require healthcare services delivered at the Fairfield County Jail located at 345 Lincoln Avenue, Lancaster, Ohio.
- B. PPS is an Ohio corporation which is licensed to do business in the State of Ohio and which provides correctional health care services through physicians, physician extenders, nurses, and paraprofessionals qualified to practice medicine or nursing in the State of Ohio.
- C. AGENCY intends to contract with PPS to provide the professional and medico-administrative components involved in the provision of health care services to AGENCY. The sole interest and responsibility of AGENCY is to ensure that services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Accordingly, AGENCY shall only exercise that degree of control over PPS as is mutually understood and agreed upon and specifically included in this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements, both parties agree as follows:

ARTICLE 1. SERVICES AND STAFFING

1.1 Clinical Services and Staffing. The staffing plan is based on an average daily detainee population of 320. If the average daily population significantly increases or decreases during the term of this Agreement, as reasonably determined by the parties, the parties shall adjust the frequency of physician sick call, health care provider coverage, and the compensation to be paid pursuant to Exhibit A. PPS shall provide:

1.1.1 On-site nurse coverage consisting of two hundred thirteen (213) hours per week as well as on-call consultation services of a nurse or physician during times when a health care provider is not on-site. Physician or advanced practice clinician visits on a weekly basis. The staffing plan will include a nursing supervisor Mondays through Fridays from 7:00 am to 4:00 pm or at adjusted hours should operational needs change as well as 24/7 on-site nursing coverage with exception of eight agreed upon holidays.

1.2 Administrative Services. In order to fulfill its commitment to quality, comprehensive

services, PPS shall provide the following medico-administrative services:

1.2.1 Develop health care policies and procedures in accordance with the Bureau of Adult Detention standards for Jails in Ohio;

1.2.2 Serve as liaison between the AGENCY and local hospital(s), specialty clinics, health departments, EMS system, accreditation agencies, Ohio State Board of Pharmacy, mental health agencies, and private community health care providers;

1.2.3 Ensure continuous quality improvement monitoring of all health care operations;

1.2.4 Ensure proper health record development and maintenance;

1.2.5 Facilitate administrative meetings between the AGENCY and health care providers.

1.2.6 PPS will provide officer training on health related topics on dates and times as mutually agreed to by both parties.

1.3 **Value-Added Services.** PPS will work to enhance existing services or add services as available in the future as agreed by both parties such as diagnostic lab and radiology services, pharmaceutical cost containment, and biohazardous medical waste removal program.

1.4 **Exclusive Provider.** PPS will be the exclusive provider of correctional health care and related services at AGENCY during the term of this Agreement. AGENCY agrees for itself, its subsidiaries, affiliates, and successors that during the term of this Agreement that it will neither establish any interest in or any affiliation with a similar or like facility or provider which would be in direct or indirect competition with services provided by PPS under the terms of this Agreement.

1.5 **Regulatory Compliance.** It is mutually understood and agreed that all applicable and known provisions of law and other rules and regulations of any and all governmental authorities having jurisdiction over the operation of the AGENCY shall be fully complied with by all parties hereto.

1.6 **Non-Discrimination in Treatment, Evaluation, and Disposition.** PPS shall perform all health care services required in the treatment, evaluation, and disposition of any detainee in the correctional facility without regard to race, religion, gender, sexual orientation, handicap, age, or his/her ability to pay.

1.7 **Provider Staff Changes.** In the event that service to the required professional and ethical standards is not being provided by any of the provider employees of PPS, AGENCY may request the reassignment of such provider. Such requests shall be in writing to the PPS Director of Correctional Health Care only after all practical, reasonable and appropriate attempts have been made by AGENCY and PPS to reach a mutually satisfactory resolution. Causes for immediate reassignment shall include, but are not limited to:

1.7.1 Loss of license to practice medicine or nursing;

1.7.2 Serious misconduct;

1.7.3 Material violation of the terms of this Agreement subject to reasonable disputes raised in good faith;

1.7.4 Repeated conduct inconsistent with accepted professional behavior;

1.7.5 Major violations of AGENCY's rules, regulations, policies or procedures.

ARTICLE 2. EMPLOYMENT STATUS

2.1 Professional Employees.

2.1.1 **Definition of "Employee."** For the purposes of this Agreement, the term "employee" shall be interpreted to mean all providers practicing within the correctional facility under an arrangement with PPS, regardless of whether this arrangement is as a member of the corporation, as an employee of via a contract or subcontract or otherwise, with PPS.

2.1.2 **Qualifications.** For providing health care services under the terms of this Agreement, PPS shall only employ or contract with providers who are qualified and licensed to practice medicine or nursing in the State of Ohio.

2.2 **Independent Contractors.** No individual provision herein, nor the provisions of the Agreement as a whole, is to be interpreted in such a manner as to create an employer-employee relationship between AGENCY and PPS or between AGENCY and the subcontractors of PPS. Consequently, neither PPS nor any of its employees shall be eligible to participate in any benefit program provided by AGENCY. In the performance of the work duties and obligations specified in this Agreement, it is mutually understood and agree that PPS and its subcontractors are at all times acting and performing as independent contractors. It is further understood that subcontractors of PPS are practicing their profession of medicine or nursing as subcontractors of PPS and not of AGENCY.

2.3 **Employees' Continuing Medical Education.** Professional development for the PPS health care providers shall be the responsibility of PPS. The costs of continuing medical education shall be at the expense of PPS. Employees of PPS shall participate in continuing medical education programs as are necessary to ensure that they remain current in regard to the latest technology and the latest procedures to assist them in their treatment of patients in the correctional facilities.

2.4 **Employment Tax Liability.** PPS shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc., and for the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

ARTICLE 3. AGENCY SPACE, EQUIPMENT, AND RESPONSIBILITIES

3.1 **Space.** AGENCY shall make available to PPS adequate space and access to AGENCY for the clinical and medico-administrative services described herein.

3.2 Equipment. AGENCY shall make available to PPS such equipment as is necessary for the operation and efficient conduct of clinical operations. AGENCY agrees that the equipment provided will be modern, well maintained, and in sufficient quantity to ensure that PPS's personnel are able to render high-quality health care services. It is understood by both parties that the provision of this service is to ensure the safety of patients and other personnel in the correctional facility. AGENCY agrees to provide customary preventive maintenance for the equipment in a manner which will ensure minimal down time, to make timely replacement of unserviceable equipment, and to update equipment to keep current with technological advances.

3.3 Other Responsibilities. AGENCY shall also be responsible for providing and all costs associated with pharmaceutical and medical supplies necessary for PPS' operations under this Agreement, as well as health record supplies, mental health services, dental services, diagnostic services (lab and radiology), and off-site care for all AGENCY detainees.

ARTICLE 4. LIABILITY INSURANCE AND PROFESSIONAL PRACTICE RESPONSIBILITY

4.1 Liability Insurance. In order to cover the services rendered by PPS under this Agreement, PPS shall obtain appropriate professional liability insurance coverage for its provider employees and contract providers during the term of this Agreement.

4.1.1 Comprehensive General Liability - \$1,000,000 bodily injury and property damage per occurrence and aggregate.

4.1.2 Medical Malpractice - \$1,000,000 per occurrence, \$3,000,000 aggregate

4.1.3 Standard Worker's Compensation and Employer's Liability Insurance at a minimum of \$1,000,000.

4.2 Professional Practice Responsibility.

4.2.1 **PPS.** PPS shall accept and be responsible for its own acts or omissions in the operations and professional practice of medicine as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on AGENCY.

4.2.2 **AGENCY.** AGENCY shall accept and be responsible for its own acts or omissions in the operations and provision of hospital and ancillary services as well as those acts or omissions of its employees. Nothing in this Agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on PPS.

ARTICLE 5. COMPENSATION FOR SERVICES

5.1 Compensation. AGENCY shall pay PPS for its services in accordance with the amounts and payment schedule provided in Exhibit A.

ARTICLE 6. TERM AND TERMINATION

6.1 **Term.** This Agreement shall remain in full force and effect for a term of three (3) years beginning on May 1, 2020 (“Effective Date”) and ending on April 30, 2023. Thereafter, this Agreement shall renew only upon mutual agreement of the parties for one (1) term of one (1) year unless terminated under Section 6.2 of this Agreement.

6.2 **Termination.** This Agreement may be terminated with cause for failure of either party to abide by its terms. In such case, a thirty (30) day advance written notice of termination will be provided by the non-breaching party to the other at which time the breaching party may elect to terminate the Agreement or cure its default. If the default is not cured within thirty (30) days after written notice has been delivered to the breaching party, this Agreement shall cease immediately upon written notice of the non-breaching party to the breaching party. Notwithstanding the above, this Agreement may be terminated without cause by either party by written notice with a ninety (90) day notification.

Regardless of the type of termination of this Agreement, the responsibility of all provider employees to treat patients in accordance with this Agreement shall terminate simultaneously with the termination of the Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 **No Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

7.2 **Assignability.** This Agreement and any rights under it are not assignable, and such assignment is expressly prohibited by either party.

7.3 **Entire Agreement.** This Agreement contains the entire agreement of all parties hereto and no other oral or written agreement shall be binding or obligating upon any of the parties. This Agreement supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 **Partial Invalidity.** In the event that any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be constructed as if the invalid, illegal, or unenforceable provision had never been contained herein.

7.5 **Amendments.** This Agreement or its Attachments may be amended at any time by mutual agreement of the parties hereto provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties.

7.6 **Annual Review.** This Agreement shall be reviewed by AGENCY and PPS annually to

affect any modifications that may be necessary and to ensure that the terms of this Agreement, professional and medico administrative services, are being fulfilled.

7.7 State of Ohio Law to Apply. This Agreement shall be constituted under and in accordance with the laws of the State of Ohio.

7.8 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees where permitted by this Agreement.

7.9 Captions. The headings and captions contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

7.10 Notices. Any notice or other communication by either party to the other shall be in writing and shall be deemed to have been given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

If to PPS:

Premier Physician Services, Inc.
332 Congress Park Dr.
Dayton, OH 45459
Attn: General Counsel

If to AGENCY:

Fairfield County Sheriff's Office
221 East Main Street
Lancaster, OH 43130
Attn: Lt. Marc Churchill

or to such other address as either party may designate by notice pursuant to this section.

SIGNATURES

In witness whereof, the parties hereto have executed this Agreement this ____ day of _____, 2020.

Premier Physician Services, Inc.


Dr. David Istvan, MD
President
Date

Fairfield County Sheriff's Office




David Phalen
Sheriff
5-11-20
Date

Fairfield County Board of Commissioners



Steve Davis
Commissioner
4.28.20
Date

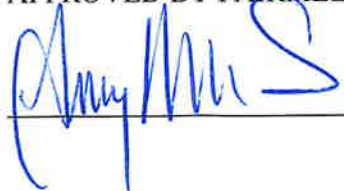


Jeff Fix
Commissioner
4.28.20
Date



David L. Levacy
Commissioner
4-28-20
Date

APPROVED BY FAIRFIELD COUNTY PROSECUTOR:




4/13/2020
Date

SIGNATURES

In witness whereof, the parties hereto have executed this Agreement this _____ day of _____, 2020.

Premier Physician Services, Inc.



Dr. David Istvan, MD
President

5/4/2020

Date

Fairfield County Sheriff's Office

David Phalen
Sheriff

Date

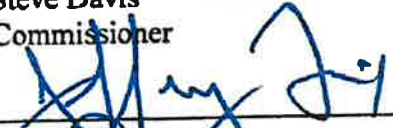
Fairfield County Board of Commissioners



Steve Davis
Commissioner

4.28.20

Date



Jeff Fix
Commissioner

4.28.20

Date



David L. Levacy
Commissioner

4-28-20

Date

APPROVED BY FAIRFIELD COUNTY PROSECUTOR:

Date

EXHIBIT A
COMPENSATION FOR SERVICES

A.1 Compensation. AGENCY shall pay PPS for the provision of clinical and medico-administrative services described herein in the amount of Four Hundred Eighty-One Thousand Dollars (\$481,000.00) per year, subject to inflationary adjustment.

A.2 Method of Compensation Payment. AGENCY shall pay PPS under Section A.1 in monthly installments in the amount of Forty Thousand Eighty-Three and 33/100 Dollars (\$40,083.33) per month during each year of this Agreement's term, subject to inflationary adjustment.

A.3 Inflationary Adjustment. The compensation fee for services shall be subject to annual increases, on each anniversary date of the services start date, at the lower of three percent (3%) or the Consumer Price Index US City Average, Medical Care (CPI-U) (issued by the U.S. Department of Labor, Bureau of Labor Statistics).

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$75,000
 - 2. State Term #: _____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #: _____ (See R.C. 5513.01)
 - 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other: Renewal _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): Renewal _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 - 1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ifr.ohioauditor.gov/>)
 - 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 - 4. Purchase Order is included with Agreement

Signed this 20 day of May, 2024.

Minda Roney AP
Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a one-year contract extension between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office.

(Fairfield County Sheriff)

Approved as to form on 5/22/2024 2:52:56 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-05.28.z

A Resolution Authorizing the Approval of a One-Year Contract Extension Between TeamHealth/Premier Physicians Services, Inc. and the Fairfield County Sheriff's Office

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of 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 30, 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

05/30/2024 to 05/30/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 1001 - GENERAL FUND						
1584936	05/30/2024	80132	AUNDREA N CORDLE	5/2024	05/01/2024	24000058	C0528	CELL PHONE STIPEND 5/2024	60.00
1584937	05/30/2024	82133	JEFF PORTER	5/2024	05/01/2024	24000065	C0528	MONHTLY CELL PHONE STIPEND 5/2024	60.00
								TOTAL: COMMISSIONERS ADMIN	120.00

INVOICES BY DEPARTMENT

05/30/2024 to 05/30/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 7831 - WRKFCE INN OPP ACT 20/21								
5401849	05/30/2024	2043	ROSS COUNTY JFS	WIOA DW 5.10.24	05/10/2024	24000550	C0528	WIOA DW 5.10.24	23,056.10
5401849	05/30/2024	2043	ROSS COUNTY JFS	WIOA ADULT 5.10.24	05/10/2024	24000549	C0528	WIOA ADULT 5.10.24	53,357.77
								TOTAL: COMM-ECONOMIC DEV	76,413.87

INVOICES BY DEPARTMENT

05/30/2024 to 05/30/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1222	UTILITIES-DEBT SERVICE								
Fund: 5846 - GRNFLD TWP WTR IMPRV&CNSTR									
5401850	05/30/2024	53320	OWDA	OWDA JULY 2024	05/15/2024	24004274	C0528	UTILITIES - DEBT SERVICE	13,891.72
5401850	05/30/2024	53320	OWDA	OWDA JULY 2024	05/15/2024	24004274	C0528	UTILITIES - DEBT SERVICE	8,126.48
Fund: 5847 - GRNFLD TWP SWR IMPRV&CNSTR									
5401850	05/30/2024	53320	OWDA	OWDA JULY 2024	05/15/2024	24004274	C0528	UTILITIES - DEBT SERVICE	50,891.45
5401850	05/30/2024	53320	OWDA	OWDA JULY 2024	05/15/2024	24004274	C0528	UTILITIES - DEBT SERVICE	7,799.15
TOTAL: UTILITIES-DEBT SERVICE									80,708.80

INVOICES BY DEPARTMENT

05/30/2024 to 05/30/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$157,242.67**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-05.28.aa

A Resolution Authorizing the Approval of Payment of Invoices for Departments that
Need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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