

Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 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, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Hummel; Recorder, Lisa McKenzie; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Utilities Director, Tony Vogel; JFS Director, Corey Clark; JFS Budget Director, Josh Crawford; Regional Planner, Joshua Hillberry; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; DD Superintendent, Dr. David Uhl; and Economic & Workforce Development Director, Rick Szabrak. Also in attendance: Bryan Everitt, Ray Stemen, Jo Price, Frank Martin, Barb Martin, Beth Cottrell, Melissa Connor, Betty Bennett, and George Bennett.

Virtual attendees: Lori Hawk, Tony Vogel, Steven Darnell, Jim Bahnsen, Jennifer Morgan, Aubrey Ward, Jeff Barron, Toni Ashton, Shelby Hunt, Ashley Arter, Lynette Barnhart, Stacy Hicks, Brian Wolfe, and Park Russell.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Retirement Recognition, Annette Mash

The retirement recognition for Annette Mash was rescheduled to July 30, 2024.

Public Comment

Ray Stemen spoke about his new address, aging, and daily blessings.

Melissa Hoover-Conner of Walnut Township spoke about monies donated by Walnut Township residents for legal representation. She also spoke about the Fair Fields Facebook page and concerns her family has regarding industrial solar and safe drinking water. She asked the Commissioners to pass a resolution prohibiting the Eastern Cottontail project.

Beth Cottrill of Amanda thanked the Commissioners for their resolution banning solar in Fairfield County and invited the Commissioners to an August 25, 2024, meeting in Amanda.

Commissioner Fix stated his appreciation, and that of the other two Commissioners, for the individuals that have voiced their opinions regarding industrial solar projects. He added that he also appreciates the way they expressed their opinions with passion and respect. The Board has researched and listened; and the approach forward is to do what is right for the combined citizens of the county. The resolution to prohibit solar in Fairfield County was passed and we continued to do our homework, ask questions, and speak to our legal team. Commissioner Fix read the last two paragraphs of a letter that was provided by the Prosecutor's Office and added that due to the potential litigation that would likely cost tens of thousands of dollars, the Board would not further consider a resolution to specifically ban the Eastern Cottontail project. He stated that the Commissioners are committed to the entire population of the county.

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Legal Update

None.

County Administration Update

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

Week in Review

Ms. Cordle spoke about a letter received from Mr. Tenney, President of the Soil & Water Board, requesting additional monies. She also spoke about a letter drafted in response to the letter from Mr. Tenney.

Commissioner Davis stated that he supported the response letter to Soil and Water, and Commissioners Fix and Levacy both stated that same support.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 14 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution assigning authority to the County and Deputy County Administrators to serve as sponsors for the 2025 Federal Aviation Administration Bipartisan Infrastructure Law Grant
- A resolution accepting the transfer of earned and unused vacation leave balances from the City of Lancaster to Fairfield County for Transit employees.
- A resolution establishing a Drainage Maintenance District for the Sone Hill Estates subdivision in Bloom Township.
- A resolution authorizing a service agreement between the Fairfield County Sheriff's Office and the Lancaster Board of Education for policing services.
- A resolution approving an application for the standard 2024 Certifications and Assurances for ODOT, Lancaster Fairfield Transit, and the Board of Commissioners.
- A resolution appropriating from unappropriated into a major expense category, account to account transfer, and reducing appropriations for grant fund #2908 for the ODOT grant.

Budget Review

- Budget Director, Bart Hampson, will provide a review of the 2024 second quarter at the Commissioners' July 30, 2024, meeting.

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Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Lancaster Festival Open House Reception to Honor Maestro Gary Sheldon, July 28, 2024, 11:00 a.m. – 1:00 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
- South Licking Water Conservancy District Meeting, July 23, 2024, 3:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
- Wheel of Fortune with Juvenile/Probate Court, July 25, 2024, 12:15 a.m., Connexion West, 625 Garfield Ave., Lancaster
- Farm Bureau Land Use Plan Update, July 25, 2024, 7:30 p.m., Fairfield County Fairgrounds, Ricketts Hall, 157 E. Fair Ave., Lancaster
- CFLP Policy Committee Meeting, July 26, 2024, 9:00 a.m., Licking County Health Department, 675 Price Rd., 3rd Floor Conference Room, Newark

Correspondence

- Petition for Expedited Type II Annexation to the Village of Baltimore of 87.0 +/- Acres from Walnut Township, Agent for the Petitioner, Tom Hart
- Press Release, Fairfield County Health Department, July 15, 2024, “New Community Garden in Lancaster”
- Lancaster Eagle Gazette, July 17, 2024, Jeff Barron, “County Commissioner Steve Davis Talks About Death Threat from 25 Years Ago”
- Thank You from the Decorative Arts Center of Ohio
- Memo, Dr. Brown, County Auditor, July 18, 2024, Subjects: Revenues by Source – Governmental Activities & Expenditures from a County-Wide Perspective; and the Sales Tax Holidays
- Fairfield County Auditor’s Wins of the Week, July 18, 2024
- Correspondence regarding Industrial Solar Projects
- Newsletter, Fairfield County Board of Developmental Disabilities, Imagine, July 2024

Old Business

Commissioner Davis spoke to Commissioner Fix’s remarks after Public Comments. It has always been his anticipation that he would be the County’s designee on the Ohio Power Siting Board. Commissioner Davis expressed that he has been diligent to refrain from making any remarks, or from taking a position, before the official Ohio Power Siting Board hearing.

Commissioner Fix stated that he spent time with the Fairfield County Mayor’s Association and with Mr. Szabrak and the Economic and Workforce Development team. Mr. Szabrak gave a presentation on the Land Use Plan, The Commissioner attended Senator Tim Shaffer’s meeting regarding housing, transit, development, and workforce development. Mr. Szabrak, his team and I continue to meet with villages and townships to work cooperatively. Development has started in several townships and Mr. Szabrak’s team and I continue to meet with villages and townships to work cooperatively to ensure land and taxpayer monies are protected.

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New Business

Commissioner Fix will be attending a model zoning meeting to put together a guide for the townships. Many of the townships have outdated zoning codes. It does not dictate what the townships must do, but rather is another tool they can reference or use at their discretion.

Commissioner Davis had a conversation with a friend who criticized the use of taxpayer dollars to provide transportation services. He hopes that others are beginning to see the responsible fiscal practices the county is implementing with transit and that people can see the positive impact it has on people's lives. The Commissioner also spoke about the paperwork changes made at the inception of Transit coming to the county, and how those changes are increasing revenue.

Commissioner Levacy emphasized the importance of responsible zoning to preserve land and taxpayer dollars. The Commissioner thanked Commissioner Davis for his work on Transit and Commissioner Fix for his work on the Land Use Plan and model zoning code.

Recorder McKenzie thanked Director Clark and JFS staff for their assistance on a matter unrelated to her office.

Engineer Upp stated his staff had started chip and seal projects and commended the work and skills of his road crew.

Auditor Brown commended Director Neeley and the IT department for their communications, and for their response, to the Microsoft issues of the previous week. The sales tax holiday will take place July 30th -August 8th. The Auditor's Office is beginning a new web page regarding the lodging tax. Auditor Brown led a workgroup of government accountants, whose work is going to inspire creativity and technology improvements in financial reporting. She hopes to facilitate the process for lot splits. The Budget Commission is getting more stakeholder input. In September, the Auditor will hold a Real Estate conference for veterans. She also spoke about other conferences she will be attending and her final entrepreneurial session at the Marysville prison.

Mr. Szabrak spoke about a meeting with Senator Shaffer where it appeared that Fairfield County is focused on the same issues as the other counties in attendance.

Commissioner Davis stated that in hiring and interviewing people, the objective should be to find people who strive to perform in the position better than anyone prior and added that Mr. Szabrak is the epitome of one of those people.

Commissioner Levacy spoke about the world-wide Microsoft/Crowd Strike outage and the vigilance of the county's IT team.

Mr. Neeley spoke about the three members of the IT team, Ruchie Rice, Michael Scamyhorn, and Alexander Johnson, who were alerted by the Sheriff's Office at approximately 1:00 a.m., on July 19th, of an issue and did an exceptional job mitigating any possible issues.

Director Clark stated JFS and Fairfield Medical Center will host a bike race and bike decorating contest July 26th for children from four to ten years of age.

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Regular (Voting) Meeting

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Virtual attendees: Lori Hawk, Tony Vogel, Steven Darnell, Jim Bahnsen, Jennifer Morgan, Aubrey Ward, Jeff Barron, Toni Ashton, Shelby Hunt, Ashley Arter, Lynette Barnhart, Stacy Hicks, Brian Wolfe, and Park Russell.

Announcements

There were no announcements.

Approval of Minutes for July 16, 2024

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

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

Approval of Roundtable Minutes for July 16, 2024

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

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 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 Commissioners:

- | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-07.23.a | A resolution to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners related to the Fiscal Year (FY) 2025 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant |
| 2024-07.23.b | A resolution approving an account to account transfer in a major object expense category for the Facilities Budget, General Fund# 1001 |

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Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County 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 resolution from the Fairfield County Family and Children First Council:

2024-07.23.c A Resolution to approve a memo exp./memo receipt for the costs of personnel for June activity paid to Fairfield County Health Department as a memo expenditure for fund #7521

Ms. Cordle commended the Health Department for their assistance with the grant.

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 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:

2024-07.23.d A resolution to accept the transfer of earned but unused vacation leave balances of Lancaster Fairfield Public Transit employees from the City of Lancaster

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 Information Technology

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 Information Technology:

2024-07.23.e A Resolution to appropriate from unappropriated in major expenditure categories for the General Fund #1001

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:

2024-07.23.f A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018, Public Assistance

2024-07.23.g A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

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2024-07.23.h A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund #2015, reimbursing Fund #2018

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 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 Fairfield County Regional Planning Commission:

2024-07.23.i A resolution to Establish a Drainage Maintenance District for the Stone Hill Estates subdivision

Ms. Cordle thanked Joshua Hillberry for his work at Regional Planning while the Interim Director was out for an extended vacation.

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:

2024-07.23.j A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Lancaster Board of Education

2024-07.23.k A resolution to approve the purchasing of a gun by a retiring officer

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 Transit

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 Transit:

2024-07.23.l A resolution to approve an application for the Standard 2024 Certifications and Assurances for the Ohio Department of Transportation Office of Transit and Lancaster Fairfield Transit and the Fairfield County Board of Commissioners

2024-07.23.m A resolution approving to appropriate from unappropriated into a major expense category, account to account transfer, and reduce appropriations within a major expenditure category for Grant Fund #2908 for the Ohio Department of Transportation grant

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



REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, July 23, 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. Retirement Recognition, Annette Mash

4. Public Comments

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

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Lancaster Festival Open House Reception to Honor Maestro Gary Sheldon, July 28, 2024, 11:00 a.m. – 1:00 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
 - ii. South Licking Water Conservancy District Meeting, July 23, 2024, 3:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
 - iii. Wheel of Fortune with Juvenile/Probate Court, July 25, 2024, 12:15 a.m., Connexion West, 625 Garfield Ave., Lancaster
 - iv. Farm Bureau Land Use Plan Update, July 25, 2024, 7:30 p.m., Fairfield County Fairgrounds, Ricketts Hall, 157 E. Fair Ave., Lancaster
 - v. CFLP Policy Committee Meeting, July 26, 2024, 9:00 a.m., Licking County Health Department, 675 Price Rd., 3rd Floor Conference Room, Newark

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REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:
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County Administrator
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Deputy County Administrator
Jeffrey D. Porter

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f. Correspondence

- i. Petition for Expedited Type II Annexation to the Village of Baltimore of 87.0 +/- Acres from Walnut Township, Agent for the Petitioner, Tom Hart
- ii. Press Release, Fairfield County Health Department, July 15, 2024, “New Community Garden in Lancaster”
- iii. *Lancaster Eagle Gazette*, July 17, 2024, Jeff Barron, “County Commissioner Steve Davis Talks About Death Threat from 25 Years Ago”
- iv. Thank You from the Decorative Arts Center of Ohio
- v. Memo, Dr. Brown, County Auditor, July 18, 2024, Subjects: Revenues by Source – Governmental Activities & Expenditures from a County-Wide Perspective; and the Sales Tax Holidays
- vi. Fairfield County Auditor’s Wins of the Week, July 18, 2024
- vii. Correspondence regarding Industrial Solar Projects
- viii. Newsletter, Fairfield County Board of Developmental Disabilities, *Imagine*, July 2024

7. Old Business

8. New Business

- a. Updates from Elected Officials in Attendance

9. Regular (Voting) Meeting

10. Adjourn

11. Investment Advisory Committee, 10:30 a.m.

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Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2 2024 – American Rescue Plan Fiscal Recovery Funds, as of 7.17.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,444,024.32 has been appropriated, \$22,479,280.74 expended, \$6,240,313.99 encumbered or obligated.

12Project/Category		As of 7/17/24 Appropriations	As of 7/17/24 Expenditure	As of 7/17/24 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	3,422,579.58	66,039.27
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	1,476,645.47	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	251,804.72	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,253,731.51	66,039.27
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

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Project/Category		As of 7/17/24 Appropriations	As of 7/17/24 Expenditure	As of 7/17/24 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
R210g	Fairhope Hospice	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	324,354.84	75,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,626,803.88	3,299,781.60	2,326,377.12
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	478,726.58	271,273.42

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Project/Category		As of 7/17/24 Appropriations	As of 7/17/24 Expenditure	As of 7/17/24 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	0.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	591,168.95	242,831.05
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,093,939.99	4,018,146.20	2,931,918.80
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	3,306,108.00	2,727,042.93	513,256.56

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Project/Category		As of 7/17/24 Appropriations	As of 7/17/24 Expenditure	As of 7/17/24 Obligation
R61h	Community School Attendance Program	486,110.43	361,002.85	5,958.95
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	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	457,422.00	101,000.00	356,422.00
R517a	Beavers Field Utilities	37,346.77	36,606.46	0.00
Revenue Loss		9,582,277.98	8,480,601.73	915,978.80
Administration				
R71a	Administrative Expenses	591,798.66	359,557.98	0.00
Subtotal Administration		591,798.66	359,557.98	0.00
Grand Total		\$29,444,024.32	\$22,479,280.74	\$6,240,313.99

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JULY 15, 2024 TO July 21, 2024

Fairfield County Commissioners

- AA.07.15-2024.c An Administrative Approval to approve the Federal Aviation Administration (FAA) grant agreement for Fiscal Year (FY) 2024 [Commissioners]
- AA.07.15-2024.d An Administrative Approval to approve the Federal Aviation Administration (FAA) FY2024 Airport Infrastructure (Bipartisan)Grant [Commissioners]
- AA.07.16-2024.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.07.17-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Facilities

- AA.07.16-2024.b An Administrative Approval for an Agreement for installation of fencing at the Fairfield County Jail with McDaniel's Construction Group. [Facilities]

Fairfield County Human Resources

- AA.07.17-2024.b An administrative approval for payment of the 2023 Patient Centered Outcomes Research Institute fee for the Fairfield County Health Benefits Plan [Fairfield County Human Resources]

Fairfield County Recorder

- AA.07.15-2024.a Resolution for AT&T Mobility Services under state term agreement MSA002-1 [Recorder]

Fairfield County Utilities Department

- AA.07.15-2024.b An Administrative Approval for authorizing the disposal of asset by internet auction with Gov Deals, Inc. – Fairfield County Utilities [Utilities]



THE BOARD OF DIRECTORS
OF
THE LANCASTER FESTIVAL
INVITES YOU TO AN
OPEN HOUSE RECEPTION AND
BRUNCH BUFFET
TO HONOR
MAESTRO GARY SHELDON

SUNDAY JULY 28.
11:00AM-1:00PM

THE MILL EVENT CENTER
431 SOUTH COLUMBUS STREET
LANCASTER, OHIO 43130



PRESS RELEASE 7/15/2024

For Immediate Release

For More Information Contact:
Fairfield County Health Department
Baylie Blevins, Public Information Officer
740.652.2835

Baylie.blevins@fairfieldcountyohio.gov

New Community Garden in Lancaster

[Lancaster, OH] - The Fairfield County Health Department (FCHD) is excited to announce Lancaster's new community garden located at Lancaster Camp Ground. The garden contains six garden beds that have been rented out by community members, as well as one garden bed being used for educational purposes by the county's Women, Infants & Children (WIC) program.

WIC is using their garden bed to educate children on how to plant produce, care for a garden, and eat healthier. They plan to offer the extra produce from their garden bed to community members once the plants are grown. Signage posted next to their bed indicate what produce is planted and when it is ready to harvest.

This garden was made possible through generous donations from community partners, as well as the Healthy Eating and Active Living (HEAL) program that

FCHD participates in through the Ohio Department of Health. HEAL is a program that aims to increase healthy eating and active living opportunities throughout the county. The community garden was created as part of FCHD's efforts to increase access to fresh food in the Fairfield County, as the most requested HEAL initiative by the community in 2023.

For more information on Fairfield County Health Department's HEAL Program, please visit: <https://www.fairfieldhealth.org/Health-Promotion-Division/FHD-Healthy-Eating-Active-Living.html>



1550 Sheridan Dr., Suite 100, Lancaster OH 43130 | (740)652-2800 | [fairfieldhealth.org](https://www.fairfieldhealth.org)

CONNECT WITH US



Fairfield County Health Department | 1550 Sheridan Drive Suite 100 740-652-2800 |
Lancaster, OH 43130-1303 US

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County commissioner Steve Davis talks about death threat from 25 years ago



Jeff Barron

Lancaster Eagle-Gazette

Wednesday, July 17, 2024

LANCASTER – Elected officials at all levels are sometimes harmed or threatened with harm, as the failed assassination attempt Saturday of former President Donald Trump proved.

At Tuesday's Fairfield County commission meeting, commissioner Steve Davis said he dealt with a death threat 25 years ago when he was on city council.

"I got a call from the city prosecutor's office saying that a police officer was on their way to my office and was going to stand guard with me as a threat had been made against my life," Davis said. "I remember how I felt in that moment. A little bit of fear, probably."

As the police officer guarded him, Davis said he wondered where his children were. The officer told him there were extra patrols around his family.

Davis said the person who made the threats later died in jail.

"I mention that in the sense that I think there's a rush right not to say, 'Oh, it's the rhetoric. We all have to dial it back because this is a new thing or whatever,'" he said. "But not really. I remember when (Ronald) Reagan was shot, somebody tried to kill (Gerald) Ford, President Kennedy. I guess I just want to express my sincere thankfulness that President Trump survived that assassination attempt so the political contest to see who wins can go forward. And I can't wait to vote."



Commissioner Jeff Fix also spoke of the Trump assassination attempt.

"We talked a couple years ago at the State of the County about political discourse," he said. "And how we should be able to have vigorous debates with each other on policy and topics of importance. But there's a line there that you just can't cross. It shouldn't be personal and it should never be life threatening."

Fix said the commissioners "hate to see our country reduced to that kind of activity."

"But I hope that the leaders of both parties as they go through the rest of this presidential election will find a way to have those great debates about policy," he said. "Because there are some significant differences in how they see the world without there being personal attacks or anything violent."

jbarron@gannett.com

740-681-4340

Twitter/X: @JeffDBarron



Dear Commissioners Davis, Fix and Levacy,

I want to thank you for your ongoing support of the Decorative Arts Center of Ohio. I particularly want to express gratitude for the work John Kochis and the facilities staff did to make sure the grounds were looking their best for our fundraising gala in June. Your sponsorships of the event were also very much appreciated.

Thank you again for this support and continued advocacy for DACO.

Sincerely,
Liz Fox, President
Board of Trustees, Decorative Arts
Center of Ohio

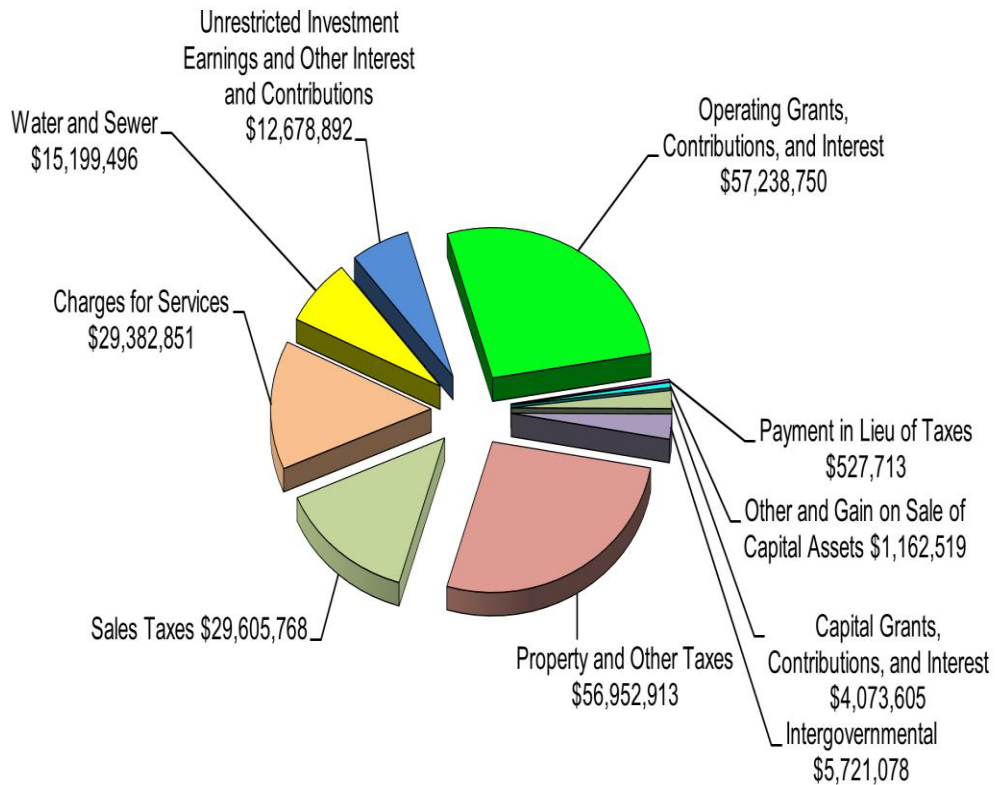
To: Fairfield County Commissioners & Staff
 From: Dr. Carri Brown, County Auditor
 Date: July 18, 2024
 Subjects: Revenues by Source – Governmental Activities & Expenditures from a County-wide Perspective; and the Sales Tax Holidays

Revenues by Source - Governmental Activities

For 2023, the top three revenue sources of county-wide *governmental activities* were, in order of significance:

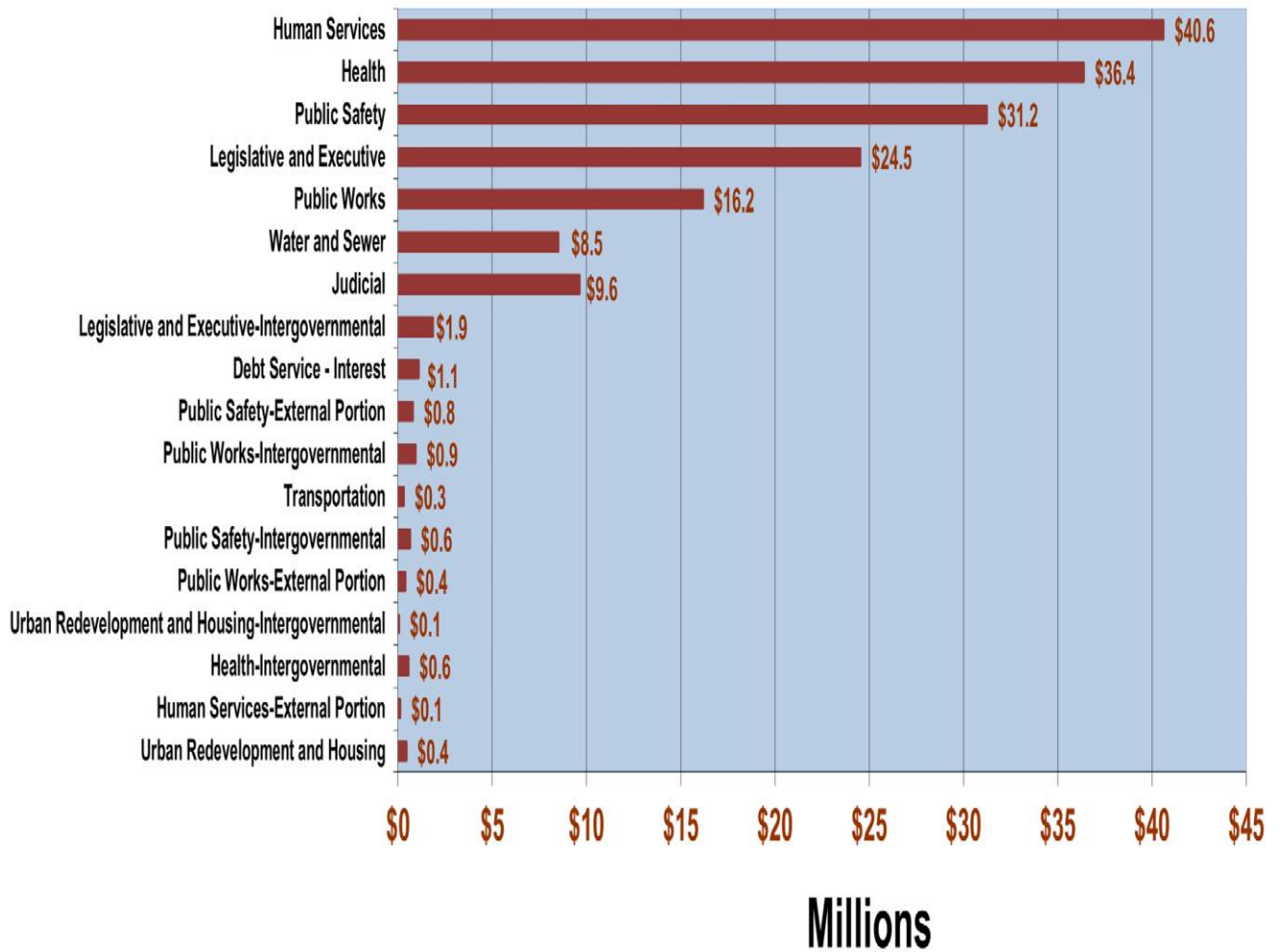
- Operating grants,
- property taxes, and
- sales taxes.

Charges for services are also significant resources from a broad perspective. Here, these direct charges to citizens include real estate transfer fees; property tax collection fees; judicial fines, forfeitures, and settlements; and licenses and permits.



Expenditures From a County-wide Perspective

The chart below depicts 2023 expenses by function from a County-wide perspective. The primary government expenses presented here are reported in the 2023 Annual Comprehensive Financial Report's government-wide statement of activities. The top three expenditure levels relate to human services, health, and public safety functions.



Don't Forget About the Sales Tax Holiday from July 30 - August 8.

Tax Free Holiday

July 30–August 8

All tangible property under \$500
is tax free!

For more information including items exempt
from the holiday, visit
bit.ly/OhiosSalesTaxHoliday





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

July 18, 2024

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

- We are excited for the **new technical process to review data** with the sexennial update. Way to go to Fairfield County for leading the way! We are excited about the progress that is made on this effort each week.
- Thanks to **Dave Burgei** for representing the office at the GIS national conference this week.
- Thanks to **Linda O'Toole** for providing sample agendas and scripts for BOR hearings for other counties to use. A very efficient BOR meeting was held on Wednesday.
- ★ Thanks to the Finance Team for their training and work with updating the hotel/motel lodging tax processes. **Thanks to Kayla Speakman and Mesina Clark for updating the webpages. We have also learned of a training module to help with the system that supports lodging tax collections.**
- ★ Carri taught webinars this week and shared **slide shows about leadership** with multiple counties and states. She will be teaching a conference session in November, and we are already ahead of our annual goals for presentations.
- We are planning on improvements in **efficiencies for the dog licensing program**. Thanks to the Finance Team for digging into some new ideas.
- Thanks to **Jen Dickerson and the Payroll Team for their expert attention** to detail for documentation for Transit adjustments for our newest employees.
- Thanks to Bev Hoskinson for her dedication to **exceptional ERP governance** while including all stakeholders in the discussions and planning. There is continuous improvement in this area, and we are all proud of the hard work that is helping our multiple departments.
- Carri **extended the deadline to this week for libraries** to provide survey data to inform the Budget Commission. The good news is that the extended deadline is working for all three libraries and thus we work for us.
- Thanks to the **Finance Team** for the great work in planning curricula for the Financial Leadership Academy.
- To all, thanks for the **support of our residents** who have had questions as the July 18th second half tax due date approached.
- Thanks to the Finance Team for additional communications regarding **redirection of payments in fraudulent ways. The internal control manual is also being updated.**

CONTACT US!

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

co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor

07/23/2024

025

From: [Carly Walls](#)
To: [Contact Web](#)
Subject: [E] Pass Resolution
Date: Wednesday, July 17, 2024 10:19:11 AM

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

Good morning,

I have friends that live in Madison County, grew up there for generations, they are watching the land be destroyed by these solar farms. It's heartbreaking to hear the stories about how this is destroying farmland and future farmers' livelihoods.

Fairfield County is already getting plummeted by warehouses, so ugly to see driving through. Please pass the resolution to prohibit Eastern Cottontail per OCR ORC 303.62 (A)(1). Please show consistency of the county-wide solar exclusion resolution you passed on 5/24/24.

In Nebraska 14,000 solar panels plummeted with hail-destroying this multimillion solar farm and leaving behind toxic waste.

[Devastating Hail Storm DESTROYS Giant Solar Farm! \(youtube.com\)](#)

In Texas the same thing happened this spring.

[Hail Smashes 4,000-Acre Solar Farm in Texas \(youtube.com\)](#)

What does the clean up process entail if something like that were to happen here? This area has seen multiple hail storms in the last several years. Our house and detached garage received all new siding and roofs due to hail that has ripped through here recently. The research on recycling solar panels is just beginning- this would create so much toxic waste and debris.

Solar farms are not good for our environment- please keep them out of Fairfield County.

Carly Walls

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

*County
Commissioners -*

Dear Members of the Ohio Power Siting Board,

I am writing to express my concerns regarding the proposal to install solar farms on prime farmland in Ohio. While I appreciate the initiative to expand renewable energy infrastructure, I firmly believe that utilizing prime agricultural land for solar energy projects presents significant drawbacks that demand careful consideration.

Prime farmland in Ohio is a valuable and limited resource that plays a crucial role in ensuring food security and sustaining local economies. Here are several reasons why I urge the Ohio Power Siting Board to reconsider placing solar farms on prime agricultural land:

1. **Food Security:** Prime farmland supports the growth of crops that are vital for local and regional food supplies. Converting this land for solar farms risks reducing our capacity to produce food locally and increases reliance on imported goods.
2. **Economic Impact:** Agriculture is a cornerstone of Ohio's economy, providing jobs and supporting rural communities. Installing solar farms on prime farmland could disrupt agricultural operations, leading to job losses and economic hardship for farmers and related industries.
3. **Environmental Concerns:** Solar farms on prime farmland can disrupt natural ecosystems and contribute to habitat loss for wildlife. Agricultural lands also provide valuable ecosystem services that are difficult to replace once lost.
4. **Post-Use Land Management:** There are concerns about the management of farmland after the end of solar panel use. Improper removal of panels or inadequate land rehabilitation could lead to soil degradation and long-term loss of agricultural productivity.
5. **Alternative Locations:** Ohio offers alternative locations for solar development, including degraded lands, rooftops, and brownfield sites, which are more suitable for solar projects and do not compete with prime agricultural land.
6. **Long-term Sustainability:** Preserving prime farmland for agriculture ensures sustainable food production and supports the state's long-term economic and environmental goals.

In conclusion, while I support efforts to transition to renewable energy sources like solar power, I urge the Ohio Power Siting Board to prioritize the preservation of prime farmland for agricultural use. This approach aligns with our goals of promoting food security, supporting local economies, and protecting Ohio's natural resources.

I respectfully urge the Board to explore alternative sites for solar development that minimize the impact on prime agricultural land and ensure responsible land management practices throughout the project's lifecycle.

Thank you for considering my concerns. I appreciate the Board's dedication to balancing energy needs with environmental and agricultural considerations.

Sincerely,



June 22, 2024

Steve Davis, Jeff Fix, David Legacy
201 E Main St, Room 301
Lancaster, Ohio 43130

RE: Case #24-0495-EL-BGN

Dear Sirs:

I am sending you this letter as a resident asking you to “deny” EDF-Renewables’ Eastern Cottontail utility-scale solar project. I live within 200 feet of agriculture farmland and I am a Fairfield County resident. I would be passing this Solar “eyesore” on a regular basis visiting my family at our 40 acre farm in Fairfield County.

My concerns are about the loss of prime farmland that damages field tiles, noxious weeds and land that will 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. Property rights of nearby and adjoining landowners who chose to live/invest in this property in an area zoned as rural residential need to be protected. Property values of the surrounding area will go down according to a recent major study. Loss of peacefulness of the rural countryside because of construction. We will forever lose the peace and beauty of our area.

Also, with regards to the technology being used. The technology is still not here as Solar panels only convert a small percentage of available solar power into usable energy, so they require large areas for installation. Also, grid infrastructure, the power grid was built to handle consistent power generation and may have issues with the inconsistency of solar energy. There is also the cost, the initial cost of installing solar panels is high compared to other energy sources. This includes the raw materials (which will come from China) needed to manufacture solar technology may not be available in sufficient quantities to meet future demand, and mining these materials can have a significant environmental impact.

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

Thank you for your time,



Diana Love
1805 W Maple St
Baltimore, Ohio 43105
614-313-9349

Cc: Ohio Power Siting Board, Schaffer, LaRe, Fairfield County Board of Commissioners, Walnut Township Trustees

From: [Betty Bennett](#)
To: [Contact Web](#)
Subject: [E] Solar Resolution
Date: Friday, July 19, 2024 10:01:52 AM

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

Commissioners:David Levacy, Jeff Fix and Steven Davis

Please for the sake of Walnut Township, it's residents and all of the residents of Fairfield County, pass the the resolution to prohibit Eastern Cottontail per OCR ORC 303.62(A)(1) and to show consistency and reinforcement of the county-wide solar exclusion resolution you passed on May 21st of this year. The clock runs out on 7/28/24!

Betty Bennett

4160 Baltimore Somerset Road NE

Pleasantville, Ohio 43148

From: [George Bennett](#)
To: [Contact Web](#)
Subject: [E] Solar Resolution
Date: Friday, July 19, 2024 10:05:33 AM

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

Commissioners:David Levacy, Jeff Fix and Steven Davis

Please for the sake of Walnut Township, it's residents and all of the residents of Fairfield County, pass the the resolution to prohibit Eastern Cottontail per OCR ORC 303.62(A)(1) and to show consistency and reinforcement of the county-wide solar exclusion resolution you passed on May 21st of this year. The clock runs out on 7/28/24!

George Bennett

4160 Baltimore Somerset Road NE

Pleasantville, Ohio 43148

From: [Janet Duncan](#)
To: [Contact Web](#); david.levacy@fairfieldcountyohio.gov; [Davis, Steven A](#); [Fix, Jeffrey Michael](#)
Subject: [E] Solar Resolution- Eastern Cottontail and Ripley Industrial
Date: Friday, July 19, 2024 10:45:29 AM

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

Gentlemen,

I have put off writing this letter for months because frankly I can't believe it is even necessary. At such a volatile time in our national politics I am in shock that local politics are just as crazy. I truly don't understand why this was not put to a vote by the people of the counties, townships, or areas that are directly affected.

As elected officials, this would have completely eliminated the need for all these meetings, rescheduling of meetings, closed door meetings, etc. This has divided these small communities unnecessarily! That being said, we still have time to do what is right by the community.

We have always been strong, we have taken care of our own. We do not need BIG Solar's money. We have done just fine without it.

We all know what this will do to our community. We all choose to live where we do because of the beauty and serenity of our towns/areas. I feel that the lure of this promised money is clouding your judgement on doing what you were elected to do...serve the people. Do their bidding.

We recently opened a small Ohio Farm Winery right outside of Pleasantville. The Ohio Department of Agriculture is/was a supporter of bringing Agritourism to Fairfield County. These solar fields are in direct conflict with the entire idea of agritourism. The investment we made into our winery which overlooks a beautiful vineyard would be tainted by the next door proposed industrial solar farm.

That brings me to another concern about zoning. The people in these areas all live in residential/agricultural areas. None of us chose to live in an industrial zone. Again, this could be avoided by allowing the people their voice.

I apologize for my rambling and don't want to be redundant with all the other letters you have received. You already are aware of:

1. the destruction this will cause to farmland topsoil
2. the additional heat these panels cause in the immediate area exacerbating the greenhouse effect
3. the barbaric way the components to these panels are sourced
4. the complete eyesore to the landscape
5. potential water runoff concerns
6. the way these companies change hands so often that holding them to the contract agreements will be near impossible.
7. the landowners won't have the funds necessary to combat these solar companies if/when

concerns arise.

8. the deafening sound from the transfer stations

9. death to native animals or species that rely on the farmlands for their habitat and hunting grounds and how this would have a snowball effect down the line.

10 I know you are aware that the property value decreases significantly.

So I guess I will close with one simple request:

Please reject the application for Eastern Cottontail Solar in Walnut Township. In fact, reject the application for ALL Solar in ALL of our Townships.

Sincerely,

Janet Duncan and Kevyn Duncan-White Barn Vineyard
6480 Woolard Rd. NE
Pleasantville, OH 43148

From: [Cordle, Aundrea N](#)
To: [Steve Saunders](#)
Cc: [Menningen, Rochelle M](#)
Subject: RE: [E] Solar Resolution
Date: Friday, July 19, 2024 4:00:06 PM

Hello Mr. Saunders,

I will share your email with the Commissioners.


For future reference, I have provided their email addresses below.


steven.davis@fairfieldcountyohio.gov
jeff.fix@fairfieldcountyohio.gov
david.levacy@fairfieldcountyohio.gov

Thank you,
Aundrea

I will be out of the office with limited access to email Wednesday, August 7 through Friday, August 16.

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: Steve Saunders <stuff4ssaunders@gmail.com>
Sent: Thursday, July 18, 2024 11:17 PM
To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>
Subject: [E] Solar Resolution

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.

I had attempted to email our Commissioners, but all came back as undeliverable addresses. Please share this with them. Disappointed in inability to reach our local government officials.

To our Commissioners,
Please, for the sake of all the residents of Fairfield County, pass the resolution to prohibit Eastern Cottontail per OCR ORC 303.62(A)(1) and to show consistency and reinforcement of the county-wide solar exclusion resolution you passed on May 21st of this year. The clock runs out on 7/28/24!"

Please include the proposed project in Amanda Twp as well.

Let's keep our Fair Fields protected from this potential disaster!!

Thank You

Steve Saunders,
Richland Twp.

4578 Gun Barrel Rd
Rushville, OH

From: epcole@columbus.rr.com
To: [Contact Web](#)
Subject: [E] Solar Resolution
Date: Friday, July 19, 2024 4:56:44 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.

Commissioners: Dávid Levacy, Jeff Fix, Steven Davis

For all the residents of Fairfield County, especially those in Walnut Township, PLEASE pass a resolution to prohibit Eastern Cottontail per OCR ORC 383.62(A) (1). This will show consistency and reinforcement of the county-wide solar exclusion resolution you passed on May 21,2024. The clock is running out as we are approaching July 28,2024!

Thank you for your time.

Earl and Patsy Cole

4228 Baltimore-Somerset Road NE

Pleasantville, Ohio 43148

From: [Leah Uhl](#)
To: [Contact Web](#)
Cc: [Levacy, David L](#)
Subject: [E] Solar Resolution
Date: Saturday, July 20, 2024 8:51:14 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.

To: David Levacy, Jeff Fix and Steven Davis

Please, for the sake of Walnut township, it's residents and all the residents of Fairfield County, pass the resolution to prohibit Eastern Cottontail per OCR ORC 303.62(A)(1) and to show consistency and reinforcement of the county-wide solar exclusion resolution you passed on May 21st of this year. The clock runs out on 7/28/24!

Leah Uhl
7500 Cattail Road Pleasantville OH

From: raejay621@aol.com
To: [Contact Web](#)
Subject: [E] Solar Resolution
Date: Saturday, July 20, 2024 11:36:55 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.

Please, for the sake of Walnut township, it's residents and all the residents of Fairfield County, pass the resolution to prohibit Eastern Cottontail per OCR ORC 303.62(A)(1) and to show consistency and reinforcement of the county-wide solar exclusion resolution you passed on May 21st of this year.

My family has owned agricultural land in Fairfield County for over 100 years. Please do not sell out to corporations and foreign entities that will destroy our land with no long term benefit.

Betty and Bill Wershing
12168 Buckeye Point Drive
Millersport, Ohio 43046

July, 2024

Superintendent's Message

As we celebrate our independence as a nation, I am grateful to the men and women of our armed forces who have fought to preserve, protect, and defend our freedom!

At Fairfield DD, the concept of independence is not just a talking point; it is the very essence of our mission and identity. At our core, we are working to bring about a vibrant community where people lead lives of **greater independence** and make

meaningful contributions. This means people are more involved in making decisions about their life, where they live, where they work, and how they engage in their community. Witnessing individuals thrive as they enhance their independence is truly inspiring, and we proudly showcase these success stories every month. Thank you for taking a moment to read them.

July is also a month of many summer events, including The Lancaster Festival and Picktown Palooza, and many more. I hope to see you out and about at our many summer events as we celebrate and enjoy our communities and all they have to offer.



David Uhl,
Superintendent

Vibrant Community Connections

Celebrating Milestones

In today's workforce, longevity and dedication are traits that deserve celebration. Ryan Simmons recently marked a significant milestone: 10 years of employment with a single company. Ryan's story goes beyond work ethic and longevity. It includes the spirit of resilience, passion, and the power of community support. His achievements stand as a testament to the possibilities that unfold when people are empowered to pursue their dreams. Cheers to Ryan and many more years of success ahead!



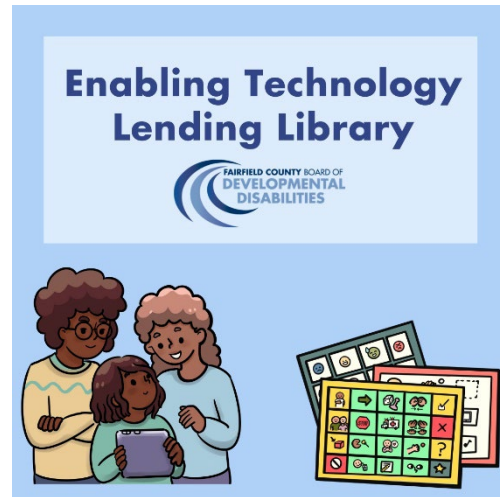
[Read More](#)

New Lending Library

Fairfield DD is excited to announce our Enabling Technology Lending Library is now live! It is designed to allow people to borrow and try out a device to see if it works for their needs before purchasing. There are a variety of options for different ages, stages, and needs ranging from communication to daily living. Anyone currently receiving services through Fairfield DD or anyone in their circle of support can sign up to borrow a device. Our website has all the devices available. Reservations can be made straight from the website and then we will organize the arrangements.

Help us spread the word about this new resource!

[Explore Today!](#)



Developing Our Staff

Emerging Leaders Graduates

Developing an inspired workforce is important at Fairfield DD. Our internal training program, Emerging Leaders, celebrated a new round of graduates this month. The 9-month course focuses on the fundamentals of leadership and leading from where you are. Participants from across the agency studied resources and learned from community leaders on how they apply the principals in the real world. The content prepared staff to make a positive impact in their roles.

CONGRATULATIONS!



ELP GRADUATES

Women's Leadership Summit

Fairfield DD had 2 staff members graduate from the **Women's Leadership Summit** hosted at Ohio University Lancaster this spring. The program is designed to develop and enhance leadership skills by learning from faculty and community leaders.



Community Partnership Corner

Downtown Movie Sponsor

Fairfield DD took part in the Destination Downtown's Saturday Cinema in June. We enjoyed talking with numerous community members and were delighted to see so many enjoying our vibrant community!



United Way Day of Action

Fairfield DD is proud to have participated in the United Way of Fairfield County's Day of Action in Pickerington and Lancaster. The Communications and Outreach Department partnered with the Early Intervention team during these events as they invited families to participate in inclusive summer activities!



Working Together for Success

Sarah Daniels shares her journey of collaboration with Early Intervention in this edition of Fulfilling Lives. Listen to hear about the connections she is developing for the growth of her daughter and family.

[Listen Today](#)



Buckeye Cares

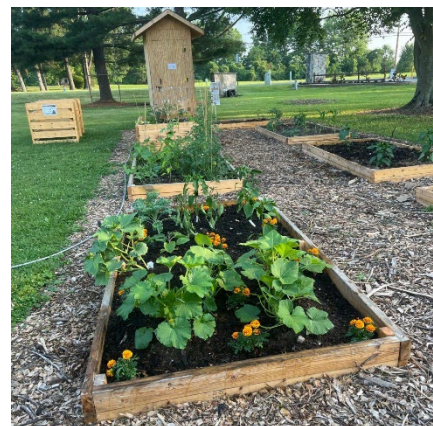
Fairfield DD greatly appreciates Buckeye Honda and Buckeye Toyota's donation and commitment to our community. Each month they partner with local organizations and donate a portion of sales to initiatives that make a difference right here in our neighborhood.

[Watch the Video](#)



Collaboration for Growth

Fairfield DD collaborated with the Fairfield County Health Department and a variety of community agencies to establish a new community garden this spring. Located on Fair Avenue near the entrance to the Lancaster Campground, it is part of the Health Department's healthy living initiative. Open to the



community, plots have been rented and many are growing vegetables and flowers.

[Learn More](#)

Upcoming Events

Lancaster Festival Artwalk

July 19, 2024 6:00-9:00 pm

Stroll through beautiful historic Lancaster and enjoys the juried exhibitions of local and regional artists in over 30 downtown locations. Enjoy art and music throughout downtown Lancaster. [Learn More](#)

Festival Fair Day

July 20, 2024 9:30 am -2:30 pm

Join the Lancaster Festival for fresh air and family fun at the Fairfield County Fairgrounds. There will be music, pop-up entertainment, animals, creative activities, food trucks, and the ever-popular Operator for a Day provided by Company Wrench. [Learn More](#)

Wands and Wizards Weekend

August 8-10, 2024

Join in the fun of Wands & Wizards Weekend—the most magical event of the summer! Locations throughout Fairfield County, Ohio will be celebrating in their own wizardly ways! [Learn More](#)

Saturday Cinema

August 10, 2024 7:30 pm

Kick off the fall early with Destination Downtown Lancaster who will be showing Hocus Pocus, a free outdoor movie at the square (by the bandstand). Come early to save your space, enjoy music, and participate in pre-movie activities. Bring blankets, chairs, and snacks, and enjoy this family film under the stars in our beautiful downtown. The movie will begin at dusk. [Learn More](#)

Fairfield DD's mission is to bring about a vibrant community where people lead lives of greater independence and make meaningful contributions.



REGULAR MEETING #31 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JULY 23, 2024

AGENDA FOR TUESDAY, JULY 23, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for June 16, 2024
- Approval of Roundtable Minutes for July 16, 2024
- Commissioners
- 2024-07.23.a A resolution to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners related to the Fiscal Year (FY) 2025 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant [Commissioners]
- 2024-07.23.b A resolution approving an account to account transfer in a major object expense category for the Facilities Budget, General Fund# 1001. [Commissioners]
- Fairfield County Family and Children First Council
- 2024-07.23.c A resolution to approve a memo exp./ memo receipt for the costs of Personnel for June Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council [Family and Children First Council]
- Fairfield County Human Resources
- 2024-07.23.d A Resolution to Accept the Transfer of Earned but Unused Vacation Leave Balances of Lancaster Fairfield Public Transit Employees From the City of Lancaster [Fairfield County Human Resources]
- Fairfield County Information Technology
- 2024-07.23.e A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001 [Information Technology]
- Fairfield County Job and Family Services
- 2024-07.23.f A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018, Public Assistance - Fairfield County JFS [JFS]

- 2024-07.23.g A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
- 2024-07.23.h A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018 [JFS]

Fairfield County Regional Planning Commission
- 2024-07.23.i A resolution to Establish a Drainage Maintenance District for the Stone Hill Estates subdivision. [Regional Planning Commission]

Fairfield County Sheriff
- 2024-07.23.j A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Lancaster Board of Education [Sheriff]
- 2024-07.23.k A resolution to approve the purchasing of a gun by a retiring officer [Sheriff]

Fairfield County Transit
- 2024-07.23.l A Resolution to Approve an Application for the Standard 2024 Certifications and Assurances for the Ohio Department of Transportation (ODOT) Office of Transit and Lancaster Fairfield Transit and the Fairfield County Board of Commissioners [Transit]
- 2024-07.23.m A resolution approving to Appropriate from Unappropriated into a major expense category, account to account transfer, and reduce appropriations within a major expenditure category for Grant Fund# 2908 for the Ohio Department of Transition (ODOT) grant [Transit]

Payment of Bills
- 2024-07.23.n 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 July 30, 2024, at 9:00 a.m.

Adjourn

Investment Advisory Committee, 10:30 a.m.

Regular Meeting #29 - 2024
Fairfield County Commissioners' Office
July 16, 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, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Romine; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Utilities Director, Tony Vogel; Treasurer, Jim Bahnsen; Director of Health Promotion, Baylie Blevins; JFS Deputy Director, Heather O'Keefe; Financial Systems Director, Bev Hoskinson; Operations Director, Jason Grubb; Transit Director, Aaron Kennedy; Economic & Workforce Development Director, Rick Szabrak; Planner, Joshua Hillberry; Operations Supervisor, Dakota Miller; Assistant Transit Director, Michelle McCrady; and Transit Administrative Assistant, Courtney Martin. Also in attendance: Sherry Pymer, Frank Martin, Barb Martin, Jo Price, Betty Bennett, George Bennett, Patsy Cole, Earl Cole, Selina McCord, Christina Hill, Melissa Connor, Michael Connor, and Josh Berry.

Virtual attendees: Park Russell, Lisa McKenzie, Beth Cottrell, Greg Forquer, EM, Lori Hawk, Jessica Murphy, Jeff Barron, Marcy Fields, Ashley Arter, Aubrey Ward, Nikki Drake, Stacy Hicks, Tony Vogel, Garrett Blevins, Jane Harf, Jeanie Wears, Deborah, Shelby Hunt, Steven Darnell, Nick, Andrea Spires, Brian Wolfe, Britney Lee, Jennifer Morgan, and Josh Horacek.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance and introduced the leadership team with the Lancaster Fairfield Public Transit (Transit) department.

Commissioner Davis asked Director Kennedy to touch on the partnership between South Central JFS and Chillicothe Transit where he was previously employed.

Director Kennedy explained that additional monies could be drawn down by a partnership between JFS and Transit.

Listen & Learn, Facilities and Mid-Year Capital Projects

Director Kochis presented a mid-year review of capital improvement projects, the Facilities department had been working on, and their plans for the rest of the year. The improvements include, but are not limited to, replacing the 150 year old aging metal roof on the historic courthouse with 60 millimeter vinyl, a rebuild of the retaining wall at the Decorative Arts Center of Ohio, plans for a security fence at the Fairfield County Jail, improvements with energy efficiency and additional controls for building automation in multiple county buildings, completion of the Fairfield Center to include space for the BMV, and renovations to the Workforce Center to include additional classroom space.

Commissioner Davis mentioned potential grant funding provided by the State of Ohio for improvements to the Colonnade Building.

Commissioner Levacy asked Jason Grubb about the new Engineer's Office salt barn.

Jason Grubb stated that the salt barn was started in March and should be complete by November; and is being built based off models used around the state by ODOT.

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Public Comment

Josh Barry of Pleasantville is a farmer with land located next to the proposed project area of the Eastern Cottontail solar project. He urged the commissioners to adopt another resolution prohibiting the project.

Legal Update

None.

County Administration Update

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

Week in Review

None

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 19 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution to approve the appointment of Baylie Blevins to the ADAMH Board. Ms. Blevins was interviewed by the Board of Commissioners on May 28th, and this resolution appoints her for the remainder of Dr. Cenell Boch's term which was set to expire June 2025.

The Commissioners stated their appreciation for Ms. Blevins's willingness to serve.

- A resolution approving the appropriations for a grant match for Major Crimes.
- A resolution to approve the renewal of a service agreement for Common Pleas Court with Sentinel Offender Services, for electronic monitoring of offenders.
- A resolution authorizing the establishment of a new fund for a new Community Reinvestment Area.
- Two resolutions from EMA authorizing the repayment of advances. One from a Homeland Security Grant and the other from the Public Utilities Commission of Ohio Grant Fund.
- A Facilities resolution approving a contract amendment for Steed Hammond Paul for the Engineering Lab.
- Two service agreements from the Sheriff's Office for security services for the Canal Winchester and Fairfield Union School Districts.

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Budget Review

- Budget Director, Bart Hampson, provided an update on the July preliminary sales tax estimates.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Family and Children First Council Meeting, July 18, 2024, 8:00 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Lancaster-Fairfield Community Action Agency Board of Directors' Meeting, July 18, 2024, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- CCAO and Ohio Department of Children & Youth Update, "Addressing Ohio's Child Welfare Placement Challenges, July 25, 2024, 11:00 a.m., Webinar
- Fairfield County AG Update, August 15, 2024, 7:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Young Professionals Development Workshop, August 20, 2024, 12:00 p.m. to 4:00 p.m., Longhaven Retreat, 2475 Stonewall Cemetery Rd. SW, Lancaster

Correspondence

- Press Release, Office of the County Auditor, July 9, 2024, "Fairfield County Auditor's Office Releases Annual Comprehensive Financial Report"
- Press Release, Office of the County Auditor, July 10, 2024, "Fairfield County Auditor's Office Releases Popular Annual Financial Report (PAFR)"
- Press Release, Fairfield County Health Department, July 11, 2024, "Four Traffic Fatalities in Quarter 2 of 2024 in Fairfield County"
- Fairfield County Auditor's Wins of the Week, July 11, 2024
- Thank You Note from Stephanie Taylor, Habitat for Humanity of Southeast Ohio
- Correspondence regarding Industrial Solar Projects
- Fairfield County Health Department's Mid-Year Report, July 2024

Old Business

Commissioner Davis spoke on the assassination attempt of former President and Presidential candidate, Donald Trump. He recalled a time when someone made a threat to his life while he was serving on Lancaster City Council. He expressed his sincere thankfulness that Donald Trump was okay.

Commissioner Fix stated that Americans should be able to have political discourse in a respectful way and it should never be life-threatening. He hopes the leaders of both parties find ways to have those conversations without violent attacks.

Commissioner Levacy commended Habitat for Humanity for their work in providing homes to those who need them.

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New Business

Treasurer Bahnsen stated the air conditioning unit at the payment center on Chestnut Street was not operational and is back up and running, thanks to the efficiency of the Facilities Department. Taxes will be due Thursday, July 18th.

Commissioner Davis asked Treasurer Bahnsen what methodology he used to calculate the investment revenue for 2024.

Treasurer Bahnsen stated the county pays interest semi-annually, and from this interest, estimates the income.

Commissioner Davis commended the work of Treasurer Bahnsen and Fifth Third Bank on managing the county's investments.

Jason Grubb stated the Engineer's Office has begun chip seal projects and will soon begin resurfacing roads.

Bev Hoskinson spoke about the completion of yearly financial reports.

Director Vogel stated the Utilities department will begin work on subdivision projects.

Director Szabrak stated the Area 20 Workforce Board is receiving a \$4-million-dollar grant from the department of labor which allows the Workforce Center to hire additional staff and fund apprenticeship programs.

Director Kochis stated that next Friday the Emergency Management Agency will host a safety event at the screening of "Twisters" at the Skyview Drive-In movie theater.

Deputy Director O'Keefe stated JFS is excited to partner with FMC for an upcoming bike race for the Festival.

Administrator Cordle stated the Records Center will again host artwork for the 2024 Art Walk.

Regular (Voting) 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, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Romine; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Utilities Director, Tony Vogel; Treasurer, Jim Bahnsen; Director of Health Promotion, Baylie Blevins; JFS Deputy Director, Heather O'Keefe; Financial Systems Director, Bev Hoskinson; Operations Director, Jason Grubb; Transit Director, Aaron Kennedy; Economic & Workforce Development Director, Rick Szabrak; Planner, Joshua Hillberry; Operations Supervisor, Dakota Miller; Assistant Transit Director, Michelle McCrady; and Transit Administrative Assistant, Courtney Martin. Also in attendance: Sherry Pymer, Frank Martin, Barb Martin, Jo Price, Betty Bennett, George Bennett, Patsy Cole, Earl Cole, Selina McCord, Christina Hill, Melissa Connor, Michael Connor, and Josh Berry.

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Virtual attendees: Park Russell, Lisa McKenzie, Beth Cottrell, Greg Forquer, EM, Lori Hawk, Jessica Murphy, Jeff Barron, Marcy Fields, Ashley Arter, Aubrey Ward, Nikki Drake, Stacy Hicks, Tony Vogel, Garrett Blevins, Jane Harf, Jeanie Wears, Deborah, Shelby Hunt, Steven Darnell, Nick, Andrea Spires, Brian Wolfe, Britney Lee, Jennifer Morgan, and Josh Horacek.

Announcements

There were no announcements.

Approval of Minutes for July 9, 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, July 9, 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 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 Commissioners:

- 2024-07.16.a A Resolution to Approve the Appointment of Ms. Baylie Blevins to the ADAMH Board

- 2024-07.16.b A resolution authorizing to Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 and fund to fund transfer for the DLEF 2024-2025 Grant Match.

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

Approval of a Resolution from the Fairfield County Auditor - Payroll

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

- 2024-07.16.c A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 to Fund #1001

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

Approval of a Resolution from the Fairfield County 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 the Fairfield County Court of Common Pleas:

- 2024-07.16.d A Resolution Authorizing the Approval for a Participating Addendum Service Agreement by and between Fairfield County Common Pleas Court and Sentinel Offender Services, LLC

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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 Economic & Workforce Development:

2024-07.16.e A Resolution to Authorize the Establishment of a New Fund for a Fairfield County Community Reinvestment Area (CRA)

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 Emergency Management Agency

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 Emergency Management Agency:

2024-07.16.f A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2708 FY22 State Homeland Security Grant.

2024-07.16.g A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from EMA #2898, Public Utilities Commission of Ohio Grant Fund

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:

2024-07.16.h A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #2050 for Annual Inspections in Various Subdivisions as of 07/10/2024

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 Fairfield County Engineer

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 Engineer:

2024-07.16.i A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #2050 for Annual Inspections in Various Subdivisions as of 07/10/2024

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

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Approval of Resolutions from 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:

- 2024-07.16.j A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

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 Juvenile & Probate Court

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 Juvenile & Probate Court:

- 2024-07.16.k A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Fund #2036 Department of Youth Services (reclaim) Fund
- 2024-07.16.l A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Juvenile Court Fund # 2036 DYS
- 2024-07.16.m A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Fund #2036, Department of Youth Services (reclaim) Fund
- 2024-07.16.n A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Juvenile Court Fund #2408 Drug Court Program ATP Sub Fund #8209

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:

- 2024-07.16.o A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Sheriff's Office and Canal Winchester Local Schools
- 2024-07.16.p A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Sheriff's Office and the Fairfield Union School District
- 2024-07.16.q A Resolution Approving an Account-to-Account Transfer, Fund #1001

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #29 - 2024
Fairfield County Commissioners' Office
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Approval of a Resolution from South Central Major Crimes Unit

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

2024-07.16.r A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for 7800 South Central Ohio Major Crimes Unit; Fund #7830 SF 8338, DLEF Grant

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:

2024-07.16.s A Resolution Authorizing the Approval of Payments of Vouchers Without Appropriate Carry-Over Purchase Orders and the Cash Disbursements for all Departments that are Approved by the Commissioners

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

Executive Session

Commissioner Steve Davis made a motion at 10:02 a.m. to go into Executive Session to discuss imminent or pending litigation and asked the Commissioners, County Administrator, Deputy County Administrator, Clerks, and representatives from the Prosecutor's Office to be in attendance. Commissioner Jeff Fix seconded the motion.

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

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to leave Executive Session at 10:32 a.m.

Roll call vote of the motion resulted as follows:
Voting aye thereon: Steve Davis, Jeff Fix 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 10:33 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, July 23, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster.

**Special Meeting #30 – 2024
Elected Officials and Department Heads Roundtable
Fairfield County Commissioners’ Office
July 16, 2024**

Roundtable Meeting

The Elected Officials and Department Heads met at 1:00 p.m. at the Fairfield Center, 12935 Stonecreek Dr., Pickerington, OH. Commissioner Levacy called the meeting to order, and the following persons were in attendance: Jeff Fix, Steve Davis, and Dave Levacy, Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Abby Watson, Park Russell, Joe Ebel, Miranda Gray, Shannon Carter, Stacey Bergstrom, Heather O’Keefe, Ashley Fahner, Bev Hoskinson, Tony Vogel, Joshua Horacek, Jeremiah Upp, Tiffany Wilson, CJ Roberts, Nikki Drake, Chad Reed, Jon Kochis, Luann Davidson, Bart Hampson, Laura Smith, Michelle Carper, Jim Bahnsen, Michael Kaper, Daniel Neeley, Austin Lines, and Amy Brown-Thompson.

Welcome

Commissioner Levacy welcomed everyone and spoke about the Fairfield Center and the agencies housed at that center.

Commissioner Davis thanked everyone for attending the Roundtable and sharing information from their perspective departments.

County Administration Updates

P.O.W.E.R.

County Administrator, Aundrea Cordle, introduced an idea for a networking and relationship building initiative for Fairfield County employees. The initiative would be called P.O.W.E.R. (Purposefully Offering Women Empowerment Resources.) Opportunities to connect in the workplace do not always present themselves and statistics show that employees that do not have meaningful working relationships look for employment elsewhere. We are looking to have three meetings a year. This is an opportunity to strategically plan for the working relationships of individuals that will eventually fill our rolls. Ms. Cordle stated that she did not have opportunities such as this when she was in various roles with the county over the last 30+ years.

Heather O’Keefe spoke about a steering committee and making the concept available to those that would not normally have the opportunity.

Stacey Bergstrom stated that as she reflected on her 18 years of working for the county, she was excited to think about joining the steering committee and brainstorming ideas.

Ashley Fahner spoke about the impactful relationships she has made that have contributed to her success to date.

Abby Watson added that the concept exists with the Young Professionals of Fairfield County group.

Ms. Cordle replied that there are several resources available in the community, but this initiative is one we could strategically form for county employees.

Joe Ebel spoke about demographics at the Health Department and added that many of the staff move on to other jobs due to lack of advancement opportunities.

Luann Davidson added that it would be helpful to offer public speaking skills since she feels some employees fear moving into leadership roles because they do not believe they have interpersonal and public speaking skills.

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Bev Hoskinson stated that work relationships are vital to internal working environments.

Sheriff Lape added that law enforcement has been a male dominated profession until recent years and that there are several women in the Sheriff’s Office in key positions of responsibility. The female staff bring great ideas, and a few teach within the department.

Ms. Cordle replied that the county is fortunate to have internal resources that could provide content for the group.

Commissioner Levacy spoke about the importance of succession plans and providing employees a path forward.

Commissioner Davis asked for a distinction between P.O.W.E.R. and the NACO Leadership Academy.

Ms. Cordle replied that the foundational component is not leadership, but rather networking. We can develop this how we want to develop it. We welcome those that want to be part of the steering committee. This is female focused, but again open to everyone. Send me an email if you would like to be a part of the steering committee or have feedback on the program.

Human Resources Update

Deputy County Administrator, Jeffrey Porter, provided several Human Resources updates.

Ethics, Cybersecurity, and Unlawful Harassment, and New Fraud Reporting Training

Mr. Porter stated that the county and HR want to ensure everyone is on the same page. Every year we have required training. Cybersecurity training will take place in the Fall. New this year is the Fraud Reporting training which must be taken by all employees by the end of September. The Fraud Reporting training takes 7-10 minutes and must also be completed by new employees within 30 days of the start of employment. After the initial Fraud Reporting training, everyone must repeat the training every four years.

Ms. Hoskinson stated that the Auditor of State (AOS) will permit a group viewing of the training and it is extremely important that you keep a tracking log of those completing the training as the AOS will ask for the log during audits.

Mr. Porter stated that the training could be provided and documented at orientation.

Updated Personnel Policy Manual (PPM)

Mr. Porter stated that the PPM, and its changes, were sent out to every single employee. Acknowledgement of the PPM must be done in ESS. Thanks to Bev Hoskinson, Bart Hampson, and their staff for their assistance on the credit card policy. Changes have been made to the payout process and you can now make that determination once a year.

Employee Recognition Event

Mr. Porter stated that the Employee Recognition Event would be held August 6th, at 11:00 a.m., at Alley Park. We will have food trucks and are asking everyone to please carpool. Please remember to RSVP to attend. This year the recognition items will be a little different as every group can make their own selection.

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Health Benefits Renewal

Mr. Porter stated that this is an off year renewal since the county has a multi-year agreement with UHC. UHC has gone out to providers and negotiated contracts. This means the reimbursement rates are going up and that means higher costs for us in the future. We got an initial renewal figure of 12.9% and are working to bring that figure down. Symetra has agreed to a three-year renewal with no increases, and we are trying to keep all the same insurance providers.

Ms. Cordle thanked Mr. Porter and his team for their work on the renewal rates. Last year the initial renewal rate was 14.9%. Every year we face increasing costs, but we are working to maintain a high level of benefits.

Mr. Porter stated that UHC had moved their customer service offshore and the county has worked with them to move its service back to being U.S. based. UHC is giving the county a credit and all members will have a new card and concierge service for dealing with all healthcare benefits.

Commissioner Levacy stated that when county staff sees a problem it is addressed.

Information Technology Update

IT Director, Daniel Neeley, provided an IT update.

New IT Management Solution

Mr. Neeley spoke about the new IT Management Solution and stated that the biggest difference is behind the scenes and that the solution you get will not be in part but will be the total solution. Mr. Neeley thanked Mr. Kochis and the Sheriff’s Office for the Active Aggressor Training provided at the Administrative Courthouse.

Ms. O’Keefe asked if the password reset impacts those on the state’s network and Mr. Neeley replied that it does not.

Commissioner Levacy asked about the timeframe of the requirement to change passwords every ninety days.

Mr. Neeley stated that their will be an initial password change followed by a change every ninety days.

Commissioner Davis asked if the process would look the same across all devices.

Mr. Neeley stated that when you make a change, you will be prompted to apply that to other devices.

2025 Budget Schedule and Parameters

Budget Director, Bart Hampson, provided a budget update.

October Budget Hearings

Mr. Hampson spoke about the 2025 Budget Meetings and added that the level 3 budget entry access ends in about six weeks. Level 4 budget entry will end December 2nd. When working on budgets, health insurance figures should be kept at 5% until updated information is received. We

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continue to work on ARP projects, which are about 65% complete. We are also working on the thirty-three Drainage Maintenance Districts and Mr. Hampson thanked everyone who helped with the Transit transfer.

Senior and Veteran Assistance Program (SAVA)

Utilities Director, Tony Vogel, spoke about the Senior and Veteran Assistance Program (SAVA). The ORC allows County Commissioners to give a utility discount. The SAVA program provides a discount to homeowners 65 years or older with an Ohio Homestead Exemption and to veterans receiving the exemption. Qualifying applicants will receive a 10% discount on their Fairfield County utility bills. The Commissioners passed the discount by resolution 2024-06.18.o. There is a SAVA application form that can be obtained by contacting the Utilities Department.

Ms. Cordle stated that the form is being sent out with utility bills; and Meals on Wheels and Veterans Services is helping to get the information out.

Mr. Vogel added that the Auditor’s Office has updated their homestead website with the information.

Ms. Hoskinson stated that as applicants for the Homestead exemption come into the office, staff will advise them of the utility discount.

Transit Update

Economic and Workforce Development Director, Rick Szabrak, spoke about Transit, how it removes barriers to entering the workforce, how it helps meet employer needs, and how it can serve the entire county. He stated that the county has ported over the 41 Transit employees and spoke about Transit’s budget and leadership team, including Director, Aaron Kennedy.

Mr. Kennedy stated he wanted to join transit to help people in his community. He spoke about Dakota Miller, Courtney Martin, and Michelle McCrady of the leadership team and about deviated fixed routes and looped routes. There are 157 stops including those in the City of Lancaster and in Pickerington. The ride fare is inexpensive at \$.50 and \$.10 to transfer. All loop routes touch base on Wheeling Street and transfers are also made there. Transit has on-demand response rides which are a scheduled service at \$2 and, if available, \$5 for same day rides. With this service we do over 100,000 trips per year. Elderly and disabled persons receive half priced fares. Transit entered a Memorandum of Understanding with JFS to provide their non-emergency transportation trips. The Transit Office is located on Lawrence Street, and we have a garage with bays, a certified mechanic, and 22 buses. We have a bus and two vans that will soon be added to the fleet. Besides admin staff, Transit has a safety coordinator, schedulers, dispatchers, and drivers.

Mr. Szabrak stated that Transit uses 85,000 gallons of gas annually and drove over 641,000 miles in 2023. ODOT has paid for a planning study and a grant was applied for to complete an employer study. Transit will rebrand and we are going to put this out to the public, narrow it to three selections, and then there will be a vote on the name. We want to change the mindset of what transit is. It is not just a social service, and we are going to do an awareness campaign. We will work on more strategic routes, better bus stops to better serve people, and better use of technology. We are excited to ramp up and move forward.

Commissioner Davis spoke about the low to moderate income map provided in the presentation and noted that there are a lot of low to moderate income families that are not currently being served by Transit. Many employers are stating they are having trouble getting and maintaining

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employees. The price of used vehicles has increased making it harder to purchase one. There are many that are trying to save money to purchase a car to share with someone else. By moving the contracts from JFS to Transit, ODOT provides 50 cents of every dollar. Getting people to work who want to work is our message but all who need rides are considered.

Commissioner Levacy spoke about Rick’s added responsibilities and how they have increased over the last 8 years he has been with the county.

Judge Smith stated that one of the most common excuses she hears regarding nonpayment of child support is that they do not have transportation. When Transit has flyers available, it would be good to have them available for court.

Mr. Kennedy thanked everyone that had participated in the Transit transfer of governance.

Departmental Updates

CJ Roberts stated that Probate/Juvenile Court is continuing to work on school truancy issues.

Dan Neeley spoke about the number of servers in the county’s IT environment and thanked everyone for their cooperation and partnership with IT.

Bart Hampson had no additional updates.

Joe Ebel stated that the Health Department filled the position for a Home Educator Nurse and added that households were assisted with repairs due to Healthy Aging funding from the Commissioners.

Aundrea Cordle stated that assisting households would not be an easy feat and thanked the Health Department.

Tony Vogel stated that the Utilities Department has four projects they are completing in house, including a security system to tell us what is going on, a new generator, a lift station, and infrastructure in Violet Township.

Tiffany Wilson stated that FCFC has two new Service Coordinators and added that FCFC no longer has the program regarding safety equipment for children.

Miranda Gray with the ADAMH board spoke about the ARP Venture Place project and added that only one bid was received and that the bid was too high. ADAMH is doing the project in conjunction with grant funding through OMAS and the Commissioners.

Aundrea Cordle asked ADAMH to speak with Mr. Kochis for information on the experience the county has had with some contractors.

Miranda Gray added that Ohio Guidestone is fully staffed at the Starlight Center and ADAMH will be providing services there. She spoke about the homelessness program and an additional person for case management work.

Jon Kochis stated that Facilities had provided an update at the Commissioners’ meeting earlier in the day and there are many ongoing projects. If you have questions for the Facilities Department, please reach out. He added that EMA is hosting a safety preparedness event at the Twisters movie at the drive-in on July 26th and thanked Mr. Vogel for helping with the airport projects.

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LuAnn Davidson thanked Child Protective Services for assistance on some complicated and heartbreaking cases and added that Dr. Varney sent the Chief for some advanced training.

Michelle Carper stated that the BMV has moved their title office and that there have been 892 driver’s exams at the Fairfield Center to date.

Heather O’Keefe stated that August is Child Support Awareness month and asked everyone to wear green on August 7th. She also spoke about the Team Ohio portal for child abuse and neglect reports.

Jeremiah Upp stated that the Engineer’s Office is busy and added that the office brought in over \$8M in grant monies. He spoke about the realignment of Basil-Western and Refugee Road and about planned turn lanes, traffic lights, and a multi-use path along Refugee Rd.

Joshua Horachek, Magistrate for Common Pleas, stated that the annual jury draw occurred earlier that day and that there were 9000 individuals selected for jury duty.

Abby Watson spoke about an upcoming September meeting/training for performance evaluation and the First Amendment audit training.

Judge Smith stated that Domestic Relations Court is in the process of updating records and spoke about future electronic filing. She thanked Ms. Cordle and the Prosecutor’s office for their assistance with the court recording contract.

Bev Hoskinson stated that a governance committee was formed for the ERP financial program and that that committee first met the previous week. She added that Tyler Technologies would be coming to the county on August 8th and 9th that the Auditor’s Office would have an October in-service titled “Making Members Count.” The county has an aging population in its workforce and the Auditor’s Office is creating a curriculum to pass that knowledge down. She thanked the Sheriff’s Office for providing Active Aggressor Training for Administrative Courthouse staff.

Aundrea Cordle stated the training was a “what if” scenario and added that the Sheriff and his team has done this training in other buildings.

Sheriff Lape stated that his office was happy to provide the training and that you could reach out to him or Corporal Hedrick with questions regarding training.

Park Russell stated the Veterans’ Services Office entered an agreement last March with Meals on Wheels to help veterans and their spouses, and over 400 have received assistance. There are up to 15 cancers recognized from the Gulf War and over 12 different non-cancerous health issues, so please share our office information so that we may help file claims for those affected. We also help with Camp Lejeune cases, which include spouses and their children. The first day of the County Fair is free to all who have served in the military.

Treasurer Bahnsen suggested that everyone assist aging parents by helping them sign up for the Homestead exemption and verifying they have paid their taxes. He also stated Treasurer Office across the stated have had inconsistencies with Tyler Technologies.

Commissioner Davis spoke about the General Fund and departments affected by that fund. The Treasurer and his staff managed the investments to optimize the increase in interest rates and therefore there has been a change in investment revenue from what was once \$600,000 to over \$8M. Interest rates will not remain elevated, so Treasurer Bahnsen and his team are now taking

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investments out five years and locking in high interest rates. There have been some great decisions from that office, and the Commissioners thank you.

Chad Reed stated that the Park District’s Fiscal Administrator is retiring next Spring. He spoke about the H2O Grant for Two Glaciers Park and about the county’s many parks, their size, and upcoming events at those parks.

Sheriff Lape spoke about working with the Parks District and painted rocks. If you find a painted rock, you can bring it to the SO and get a prize. National Night Out is a partnership we are doing with Lancaster and the State Highway Patrol. The Luke Bryan concert and the Fairfield County Fair are both coming up and will keep the Sheriff’s Office busy. Contact Elizabeth Maple to coordinate CPR training and Corporal Hedrick for Active Aggressor Training

Nikki Drake spoke about being the chamber president and the amount of people nominated each year from the county for the Athena award. Soil and Water’s summer intern from 2023 was hired in May and the office has another job posting. She stated that they have a board of five members that are elected by the public.

Austin Lines stated that the Prosecutor’s Office is doing a lot of amazing things.

Michael Kaper spoke about working for the Treasurer’s Office and the Land Bank. The Land Bank has had the opportunity to work with Habitat for Humanity of Southeast Ohio (Habitat) and we attended a celebration for a ribbon cutting for a Habitat home that was the fourth built on property given by the land bank. There is also an opportunity for Habitat to build a house in Fairfield Beach, on Land Bank property, along with 5-6 additional homes proposed over the next couple of years on Land Bank lots.

Amy Brown-Thompson spoke about the Prosecutor’s Office being very busy and added that the office is fully staffed for the first time since June of 2022.

Shannon Carter with OSU Extension spoke about the agricultural programs being offered at the Ag Center.

Rick Szabrak stated that DHL is a couple of months away from opening and will have 200 available jobs. He spoke about a 40,000 sq. ft. medical building in Pickerington and about regular meetings with villages and townships regarding planning, development, and zoning. The Workforce Center has had summer camps to build interest in several disciplines and the center also graduated 83 students in June. There are six school districts with students attending the Workforce Center compared to the previous three. Anyone interested in becoming a phlebotomist, go to the Workforce Center’s website. There will be a free program in August to train people to lay broadband cables. Mr. Szabrak also introduced Economic Developments’ summer intern.

Aaron Kennedy stated Transit was in its third week with the county and added that Transit is hiring a scheduler

Aundrea Cordle stated that the State of the County is August 27th and added that if a department had a specific project they would like to market, let her know, as the county is working with Krile Communications for these types of promotions.

Commissioner Davis stated that if anyone would like to get together to chat about their leadership role, he would be happy to do so.

A resolution to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners related to the Fiscal Year (FY) 2025 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant

WHEREAS, the Fairfield County Airport Authority applied for the FY2025 FAA Bipartisan Infrastructure Law grant in the amount of \$ 712,500 on July 17, 2024; and

WHEREAS, the Board of Commissioners and the Fairfield County Airport Authority Board are both a sponsor of this grant; and

WHEREAS, if the grant is approved by the FAA, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Commission for any documents relating to the FY2025 FAA Bipartisan Infrastructure Law Grant.

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

Section 1. The Board of County Commissioners assigns authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners for any documents relating to the FY2025 FAA Bipartisan grant.

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name:

LOCID:

Point of Contact's Name:

Point of Contact's Title:

POC's Phone Number:

Extension:

POC's Email Address:

Project Overview

Project Type: Terminal Tower

Multi-Modal Terminal: Yes No

Current Project Stage: Planning Environmental Design Construction

Project Description (600 Characters Maximum):

Target Timeframes

Date Project Costs Known (Pick a date):

Date Grant Fully Executed (Pick a date):

Construction Start Date (Pick a date):

Project Status

Total (Estimated) Project Cost:

Amount of Funding Requested:

Match Available: Yes No

Delivery Method (choose one):

Design/Bid Design/Build CM at Risk Other:

Bid or GMP: Yes No. If "No," Estimated bid/GMP date (Pick a date):

Phased Project: Yes No. If "Yes," Phase: of

Do you have a comprehensive financial plan? Yes No

Is the project on an approved ALP?

Yes No. If "Yes," enter the approval date (Pick a date):

Is environmental determination complete?

Yes No. If "Yes," enter the approval date (Pick a date):

Is airspace approval complete?

Yes No N/A.

If "Yes," enter the airspace case number:

Approved Forecasted Enplanements: **Year(yyyy):**

Existing Square Footage:

Proposed Square Footage:

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

Yes No N/A

Added data: If "Yes," provide the grant number(s), and/or PFC application number, along with the amount of existing funding. (300 Characters Maximum):

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Increase Capacity and Passenger Access. Description (450 Characters Maximum):

Replacing Aging Infrastructure. Description (450 Characters Maximum):

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities. Description (450 Characters Maximum):

Improves Airport Access for Historically Disadvantaged Populations.
Description (450 Characters Maximum):

Improves Energy Efficiency. Description (450 Characters Maximum):

Improves Airfield Safety through Terminal or Tower Relocation.

Description (450 Characters Maximum):

Encourages Actual and Potential Competition. Description (450 Characters Maximum):

Good Paying Jobs. Description (450 Characters Maximum):

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both).

Airport Owned, Contract Tower Program

Airport Owned, Other. Describe staffing:

Age of Tower (Years):

Siting Study. Has a Siting Study been completed for a new Airport Traffic Control Tower Project?

Yes No NA

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Appropriate Project Objective (choose all that apply):

New Relocate Reconstruct Repair Improve

Impact on the National Airspace System. Description (600 Characters Maximum):

Certifications

By entering my name below, I hereby certify that I am authorized to submit this form on behalf of the airport sponsor, all information is true and accurate to the best of my knowledge, and have or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection
- Disadvantaged Business Enterprise

Signature:

Jon Koehn

Date:

Name:

Title:

Signature Page

Resolution No. 2024-07.23.a

A resolution to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners related to the Fiscal Year (FY) 2025 Federal Aviation Administration (FAA) Bipartisan Infrastructure Law Grant

(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 an account to account transfer in a major object expense category for the Facilities Budget, General Fund# 1001.

WHEREAS, appropriations are needed for expenses; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in materials and supplies.

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 \$36,880 is hereby authorized as follows:

From: 12100114 capital outlay
To: 12100114 materials and supplies

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

For Auditor's Office Use Only:

Section 1.

\$ 36,880.00

<i>FROM:</i>	<i>12100114 570000</i>	<i>capital outlay</i>
<i>TO:</i>	<i>12100114 560000</i>	<i>materials and supplies</i>

Signature Page

Resolution No. 2024-07.23.b

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

(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 exp./ memo receipt for the costs of Personnel for June Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council

WHEREAS, FCFC is responsible for paying the Health Department for their Personnel for June 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 - \$5,180.70

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 June Activity costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2340 Fairfield County Health Department

Account: 60819522-530000 Contractual Services

Amount: \$5,180.70

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

cc: Kelly Brown, Fairfield County Health Department



INVOICE

1550 Sheridan Drive, Suite 100
Lancaster, OH 43130
Phone 740.652.2810

DATE: July 10, 2024
INVOICE # 2024-019 SC

Bill To: **Fairfield County Family and Children First Council**
831 College Ave, Suite C
Lancaster, Ohio 43130

DESCRIPTION	AMOUNT
Total Personnel for June Activity	\$5,129.11
Contracts	\$51.59
TOTAL	\$ 5,180.70

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. 2024-07.23.c

A resolution to approve a memo exp./ memo receipt for the costs of Personnel for June Activity paid to Fairfield County Health Departments 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 to Accept the Transfer of Earned but Unused Vacation Leave Balances of Lancaster Fairfield Public Transit Employees From the City of Lancaster

WHEREAS, the City of Lancaster transferred assets and operations of its Public Transit Department, known as Lancaster Fairfield Public Transit (“LFPT”), to the Fairfield County Board of Commissioners effective July 1, 2024 via Permanent Resolution 50-24; and

WHEREAS, recognizing the need for expanded public transportation services throughout the county, the Fairfield County Board of Commissioners accepted the transfer of governance from the City of Lancaster for LFPT by Resolution 2024-06.25.b; and

WHEREAS, the Fairfield County Board of Commissioners in fact assumed the assets and operations of LFPT on July 1, 2024; and

WHEREAS, R.C. 306.12 requires the Fairfield County Board of Commissioners to negotiate arrangements to protect the interests of employees affected by the acquisition of a transit system; and

WHEREAS, R.C. 325.19(F) allows that any appointing authority of a county office, department, commission, board, or body may establish alternative schedules of vacation leave and holidays for employees of the appointing authority that does not diminish the vacation leave and holiday benefits granted by the Ohio Revised Code; and

WHEREAS, the Fairfield County Board of Commissioners is the appointing authority for LFPT pursuant to R.C. 306.01; and

WHEREAS, prior to the transfer of governance, the City of Lancaster provided each LFPT employee the option to either (1) be compensated, at the employee’s current rate of pay, for the prorated portion of any earned but unused vacation leave accrued to the employee’s credit for service with the City of Lancaster at the time of the transfer of governance, or (2) transfer their earned but unused vacation leave balance to Fairfield County at the time of the transfer of governance; and

WHEREAS, the City of Lancaster Auditor’s Office has provided the Fairfield County Board of Commissioners with the names and earned but unused vacation leave balances as of the transfer of governance of LFPT employees

A Resolution to Accept the Transfer of Earned but Unused Vacation Leave Balances of Lancaster Fairfield Public Transit Employees From the City of Lancaster

who elected to transfer their earned but unused vacation leave balance to Fairfield County.

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

Section 1. That the Board of Commissioners hereby accepts the transfer of earned but unused vacation leave balances of applicable LFPT employees as of the time of the transfer of governance from the City of Lancaster.

Section 2. That the Board of Commissioners hereby establishes an alternative schedule of vacation leave, pursuant to R.C. 325.19(F), for LFPT that will credit LFPT employees with their earned but unused vacation leave balances as of the time of transfer of governance from the City of Lancaster.

Section 3. That each LFPT employee who elected not to be compensated for their unused vacation leave balance by the City of Lancaster shall be credited with their earned but unused vacation leave balance as of the time of the transfer of governance as reflected by the documentation provided by the City of Lancaster Auditor's Office.

Section 4. That all other rules and procedures regarding vacation leave balances and accruals as prescribed in the Fairfield County Personnel Policy Manual will apply to the employees of the County Transit department.

Prepared by: Abby Watson

CITY OF LANCASTER

Accrual Summary by Department



As Of Accrual Date: 06/30/2024

Departments: 710 to 710

Include Terminated Employees: No

Employee Name	Employee Number	Title	Dept Number	Job Number	Beginning	Earned	Used	Transferred	Balance
Department: 710 710 - PUBLIC TRANSIT									
ALVIS, DUSTIN A.	01666	OPERATOR	710	01666					
				COMP TIME	0.000000	0	0	0	0.000000 ✓
				SICK	6.425575	8.848675	9.250000	0	6.024250 ✓
				VACATION	0.000000	50.000000	50.000000	0	0.000000 ✓
BALTHASER, KENNETH L.	1443	OPERATOR	710	1443					
				COMP TIME	9.765000	3.120000	12.885000	0	0.000000 ✓
				PERSONAL	0	40.000000	40.000000	0	0.000000 ✓
				SICK	351.784700	59.800000	16.860000	0	394.724700 ✓
				VACATION	17.000000	80.000000	17.000000	0	80.000000 ✓
BROOMES, RICHARD J.	01655	OPERATOR	710	01655					
				COMP TIME	0.000000	0	0	0	0.000000 ✓
				SICK	57.865900	38.912550	10.500000	0	86.278450 ✓
				VACATION	0.000000	50.000000	0	0	50.000000 ✓
BURKHART, TIMOTHY J.	01772	OPERATOR	710	01772					
				COMP TIME	0.000000	0	0	0	0.000000 ✓
				SICK	7.285250	29.319250	16.000000	0	20.604500 ✓
				VACATION	0.000000	0	0	0	0.000000 ✓
CHILCOTE, STEVEN E.	1448	OPERATOR	710	1448					
				COMP TIME	5.970000	0.525000	6.495000	0	0.000000 ✓
				PERSONAL	0	40.000000	40.000000	0	0.000000 ✓
				SICK	215.440600	59.792238	15.500000	0	259.732838 ✓
				VACATION	50.000000	50.000000	76.000000	0	24.000000 ✓
COOK, DAVID	01540	OPERATOR	710	01540					
				COMP TIME	0.000000	3.005000	3.005000	0	0.000000 ✓
				PERSONAL	0	40.000000	40.000000	0	0.000000 ✓
				SICK	4.313650	59.862100	54.970000	0	9.205750 ✓
				VACATION	80.000000	80.000000	149.465000	0	10.535000 ✓
DILDINE, TERESA A.	1436	OPERATOR	710	1436					
				COMP TIME	0.000000	0	0	0	0.000000 ✓
				PERSONAL	0	40.000000	40.000000	0	0.000000 ✓
				SICK	276.060651	59.800000	61.670000	0	274.190651 ✓
				VACATION	80.000000	80.000000	160.000000	0	0.000000 ✓
FRALEY, DAVA J.	01630	OPERATOR	710	01630					
				COMP TIME	0.000000	0	0	0	0.000000 ✓

**Accrual Summary by Department
As Of Accrual Date: 06/30/2024**

Employee Name	Employee Number	Title	Dept Number	Job Number	Beginning	Earned	Used	Transferred	Balance		
										✓	
					SICK	18.604175	14.192725	27.750000	0	5.046900	✓
					VACATION	50.000000	50.000000	69.250000	0	30.750000	✓
GODDARD, JOSHUA A.	01787	OPERATOR	710	01787							✓
					SICK	0	31.718150	0	0	31.718150	✓
GOINS, TASHA A.	01665	OPERATOR	710	01665							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					SICK	5.246950	35.448750	28.200000	0	12.495700	✓
					VACATION	0.000000	50.000000	16.000000	0	34.000000	✓
HEIMERL, CYNTHIA	1524	OPERATOR	710	1524							✓
					COMP TIME	1.950000	0	1.950000	0	0.000000	✓
					PERSONAL	0	40.000000	40.000000	0	0.000000	✓
					SICK	116.700925	56.013625	41.170000	0	131.544550	✓
					VACATION	125.000000	125.000000	250.000000	0	0.000000	✓
HUDSON, FRANK	01599	OPERATOR	710	01599							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					SICK	94.754825	32.384575	0	0	127.139400	✓
					VACATION	50.000000	50.000000	75.000000	0	25.000000	✓
JARRELL, CARL J.	01764	OPERATOR	710	01764							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					SICK	9.400675	26.782350	0	0	36.183025	✓
					VACATION	0.000000	0	0	0	0.000000	✓
JOSELYN, MARK I.	01724	OPERATOR	710	01724							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					SICK	42.796100	31.921700	28.000000	0	46.717800	✓
					VACATION	0.000000	50.000000	0	0	50.000000	✓
KIBBLE, CODY A.	1444	OPERATOR	710	1444							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					PERSONAL	0	40.000000	40.000000	0	0.000000	✓
					SICK	127.694500	59.785625	49.800000	0	137.680125	✓
					VACATION	50.000000	50.000000	32.530000	0	67.470000	✓
KING, SUSAN D.	1466	OPERATOR	710	1466							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					PERSONAL	0	40.000000	40.000000	0	0.000000	✓
					SICK	47.546725	59.800000	102.590000	0	4.756725	✓
					VACATION	50.000000	50.000000	34.160000	0	65.840000	✓
LAQUINTA, CHRISTINA M.	01720	OPERATOR	710	01720							✓
					COMP TIME	0.000000	0	0	0	0.000000	✓
					SICK	12.923275	0.905625	0	0	13.828900	✓
					VACATION	0.000000	0	0	0	0.000000	✓
LaQUINTA, MICHAEL	01535	DISPATCHER	710	01535							✓
					COMP TIME	0.740000	0.500000	1.240000	0	0.000000	✓

**Accrual Summary by Department
As Of Accrual Date: 06/30/2024**

Employee Name	Employee Number	Title	Dept Number	Job Number	Beginning	Earned	Used	Transferred	Balance
				PERSONAL	0	40.000000	40.000000	0	0.000000
				SICK	116.778675	59.785050	62.250000	0	114.313725
				VACATION	80.000000	80.000000	80.000000	0	80.000000
LEFEVER, CHRISTINE E.	01790	OPERATOR	710	01790					
				SICK	0	26.941625	0	0	26.941625
MARTIN, COURTNEY G.	1334	CLERICAL ASSISTANT	710	1334					
				COMP TIME	7.700000	6.375000	14.075000	0	0.000000
				PERSONAL	0	40.000000	40.000000	0	0.000000
				SICK	45.768000	59.915000	44.420000	0	61.263000
				VACATION	36.080000	160.000000	103.080000	0	93.000000
MATHYS, JOHN E.	01777	OPERATOR	710	01777					
				COMP TIME	0.000000	0	0	0	0.000000
				SICK	3.996250	41.270050	0	0	45.266300
				VACATION	0.000000	0	0	0	0.000000
MAUREY, JULIETTE F.	1442	DISPATCHER	710	1442					
				COMP TIME	0.000000	16.500000	16.500000	0	0.000000
				PERSONAL	0	40.000000	40.000000	0	0.000000
				SICK	65.538225	59.560225	16.000000	0	109.098450
				VACATION	52.500000	130.000000	110.500000	0	72.000000
McClure, Patricia A.	01757	OEPRATOR	710	01757					
				COMP TIME	0.000000	0	0	0	0.000000
				SICK	14.224925	45.770575	24.500000	0	35.495500
				VACATION	50.000000	50.000000	100.000000	0	0.000000
MCCRADY, MICHELLE S.	1023	ASSISTANT DIRECTOR	710	1023					
				COMP TIME	0.000000	0	0	0	0.000000
				PERSONAL	0	40.000000	32.250000	0	7.750000
				SICK	766.630000	59.800000	6.090000	0	820.340000
				VACATION	137.420000	120.000000	137.420000	0	120.000000
MILLER, DAKOTA M.	1450	OPERATIONS SUPERVISOR	710	1450					
				COMP TIME	0.000000	0	0	0	0.000000
				PERSONAL	0	40.000000	39.870000	0	0.130000
				SICK	128.825000	59.800000	25.840000	0	162.785000
				VACATION	94.250000	80.000000	134.250000	0	40.000000
MOYER, DAVID L.	1467	LEAD OPERATOR	710	1467					
				COMP TIME	38.330000	1.600000	39.930000	0	0.000000
				PERSONAL	0	40.000000	40.000000	0	0.000000
				SICK	192.783475	59.800000	76.670000	0	175.913475
				VACATION	10.000000	80.000000	10.000000	0	80.000000
MOYER, TAD M.	01729	OPERATOR	710	01729					
				COMP TIME	0.000000	0	0	0	0.000000

**Accrual Summary by Department
As Of Accrual Date: 06/30/2024**

Employee Name	Employee Number	Title	Dept Number	Job Number	Beginning	Earned	Used	Transferred	Balance	
					20.047550	22.176025	0	0	42.223575	✓
					0.000000	50.000000	0	0	50.000000	✓
PURCELL, EARL L.	01677	OPERATOR	710	01677						
					0.000000	0	0	0	0.000000	✓
					3.101611	40.789925	37.700000	0	6.191536	✓
					0.000000	50.000000	20.000000	0	30.000000	✓
RICHARDS, WILLIAM B.	01766	OPERATOR	710	01766						
					0.000000	0	0	0	0.000000	✓
					6.615900	43.425150	20.500000	0	29.541050	✓
					0.000000	0	0	0	0.000000	✓
RIZER, WILLIAM D.	01735	OEPRATOR	710	01735						
					16.455000	11.130000	27.585000	0	0.000000	✓
					0	40.000000	40.000000	0	0.000000	✓
					20.282425	59.985150	71.060000	0	9.207575	✓
					0.000000	0	0	0	0.000000	✓
ROBBINS, DEREK S.	1452	SAFETY AND TRAINING COORDINATOR	710	1452						
					0.010000	0	0	0	0.010000	✓
					0	40.000000	40.000000	0	0.000000	✓
					381.453750	59.800000	60.080000	0	381.173750	✓
					32.000000	80.000000	112.000000	0	0.000000	✓
SCHORR, CARLA M.	01788	OPERATOR	710	01788						
					0	28.571175	0	0	28.571175	✓
SIMONS, GREGORY A.	1475	OPERATOR	710	1475						
					0.000000	0	0	0	0.000000	✓
					238.618875	33.172325	32.000000	0	239.791200	✓
					50.000000	50.000000	55.500000	0	44.500000	✓
STORTS, KIRBY A.	1454	OPERATOR	710	1454						
					0.000000	0	0	0	0.000000	✓
					286.404600	41.834700	50.000000	0	278.239300	✓
					50.000000	50.000000	75.000000	0	25.000000	✓
VANCE, ASHLYNN D.	01662	OPERATOR	710	01662						
					0.000000	0	0	0	0.000000	✓
					11.542650	22.285850	24.500000	0	9.328500	✓
					0.000000	50.000000	30.000000	0	20.000000	✓
WINDNAGLE, PAUL R.	1437	OPERATOR	710	1437						
					1.430000	0	1.430000	0	0.000000	✓
					305.383475	45.626250	0	0	351.009725	✓
					5.000000	50.000000	15.000000	0	40.000000	✓
WITTUNG, EDWIN	01514	OPERATOR	710	01514						
					71.412450	9.300625	0	0	80.713075	✓

**Accrual Summary by Department
As Of Accrual Date: 06/30/2024**

Employee Name	Employee Number	Title	Dept Number	Job Number	Beginning	Earned	Used	Transferred	Balance	
WOLFE, LARRY J.	0400	MECHANIC	710	0400						
					COMP TIME	63.000000	0	63.000000	0	0.000000
					PERSONAL	0	40.000000	40.000000	0	0.000000
					SICK	971.248750	59.800000	376.000000	0	655.048750
					VACATION	40.000000	200.000000	72.000000	0	168.000000
YARGER, SHELLY K.	09078	DISPATCHER	710	09078						
					COMP TIME	16.960000	2.625000	19.585000	0	0.000000
					PERSONAL	0	40.000000	40.000000	0	0.000000
					SICK	26.423398	59.487488	71.900000	0	14.010886
					VACATION	37.000000	80.000000	53.000000	0	64.000000
YONCHEWSKI-EBERT, WENDY M.	01776	OPERATOR	710	01776						
					COMP TIME	0.000000	0	0	0	0.000000
					SICK	3.940475	41.530525	32.400000	0	13.071000
					VACATION	0.000000	0	0	0	0.000000

*Reviewed by
Anitra Scott
7/5/2024*



Signature Page

Resolution No. 2024-07.23.d

A Resolution to Accept the Transfer of Earned but Unused Vacation Leave Balances of Lancaster Fairfield Public Transit Employees From the City of Lancaster

(Fairfield County Human Resources)

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 major expenditure object categories for the General Fund# 1001, Information Technology - IT

WHEREAS, additional appropriations are necessary for expenses in the Information Technology (IT) budget; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category of contractual services and capital outlay to increase the 2024 IT Budget.

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 categories:

\$ 150,000	Contractual Services	12100118 IT
\$ 150,000	Capital Outlay	12100118 IT

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Information Technology - IT

For Auditor's Office Use Only:

<i>\$ 150,000</i>	<i>12100118</i>	<i>530000</i>	<i>contract services</i>
<i>\$150,000</i>	<i>12100118</i>	<i>574410</i>	<i>computer hardware</i>

Signature Page

Resolution No. 2024-07.23.e

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001

(Fairfield County Information Technology)

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 additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018, Public Assistance - Fairfield County JFS

WHEREAS, appropriate from unappropriated into major expense category of Contractual Services for org# 12201807 is necessary for the expenses; and

WHEREAS, we need more appropriations for postage due to the price increase.

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

Section 1. Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of \$15,000.00 for the major expense object categories:

12201807 Postage \$15,000.00

For Auditor's Office Use Only:

Section 1.

12201807 561010 Postage \$15,000.00

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2024-07.23.f

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018, Public Assistance - Fairfield County JFS

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate 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- 434410 Reimbursement - \$224.00

This amount represents monies owed to the Health Department for FCJFS'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 FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$224.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-07.23.g

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Child Support Enforcement Agency merged operations January 1, 2000, and

WHEREAS, Fairfield County Job & Family Services has been expending funds from the public assistance fund for costs attributable to the Child Support Enforcement Agency (CSEA) division, and

WHEREAS, the CSEA has received funds to cover these costs and such funds have been deposited in the CSEA fund (2015) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the CSEA fund (2015), 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, for costs owed to the PA fund:

12201807-434008 (Reimbursement from the CSEA) \$18,308.01

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the CSEA.

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12201507 900000 Reimburse Public Assistance

Amount: \$18,308.01

Subject to final quarterly reconciliation from ODJFS

Prepared by: *Josh Crawford Deputy Director JFS Finance*

cc: JFS Finance

Crawford, Josh

From: Fox, Morgan
Sent: Friday, July 12, 2024 2:58 PM
To: Crawford, Josh
Subject: CSEA Owed to PA after June Close


Good afternoon,

Below is a snip of what CSEA owes to PA.


	2024				
6					
7	Jan-24	\$ 16,073.67	\$ 52,381.76	\$ 16,077.69	Resolutions 2024-01.09,dd and 2024-01.23.o
8	Feb-24	\$ 16,549.44	\$ 16,073.67	\$ 16,553.46	Resolution 2024-02.27.h
9	Mar-24	\$ 16,928.74	\$ 16,549.44	\$ 16,932.76	Resolution 2024-04.02.n
0	Apr-24	\$ 18,334.63	\$ 16,928.74	\$ 18,338.65	Resolution 2024-04.16.m
1	May-24	\$ 25,318.37	\$ 43,657.02	\$ -	Resolution 2024-06.11.cc
2	Jun-24	\$ 18,308.01	\$ -	\$ 18,308.01	
3	Jul-24	\$ 18,852.59	\$ -	\$ 37,160.60	
4	Aug-24	\$ 18,852.59	\$ -	\$ 56,013.19	
5	Sep-24	\$ 18,852.59	\$ -	\$ 74,865.78	
6	Oct-24	\$ 18,852.59	\$ -	\$ 93,718.37	
7	Nov-24	\$ 18,852.59	\$ -	\$ 112,570.96	
8	Dec-24	\$ 18,852.59	\$ -	\$ 131,423.55	
9	Total	\$ 224,628.40	\$ 145,510.68	N/A	Totals

Thank you!

Morgan Fox, Fiscal Officer
 Finance

 239 West Main Street
 Lancaster, OH 43130

 fcifs.org

 740-652-7602 (T)
 740-689-6735 (F)

Signature Page

Resolution No. 2024-07.23.h

A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

06640772
A resolution to Establish a Drainage Maintenance District for the Stone Hill Estates subdivision.

WHEREAS, the Stone Hill Estates subdivision located in Fairfield County in Bloom Township was conditionally approved by the Regional Planning Commission; and

WHEREAS, the County Engineer's Office has reviewed and recommended the establishment of a Drainage Maintenance District for said subdivision.

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

Section 1. That this Board hereby approves the establishment of a Drainage Maintenance District for the Stone Hill Estates subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning



Fairfield County Engineer

3026 West Fair Avenue
Lancaster, Ohio 43130-8993
Telephone (740) 652-2300
FAX (740) 687-7055

JEREMIAH D. UPP, P.E., P.S.
FAIRFIELD COUNTY ENGINEER

June 6, 2024

Attn: Aundrea Cordle
Fairfield County Board of Commissioners RE: Stone Hill Estates Section 1
210 East Main St. Rm. 301 Drainage Maintenance District
Lancaster, OH 43130-3879 Review and Proposed Assessments

Dear Ms. Cordle:

Attached are the assessments for the platted lots 1 through 5, 19 through 48 and 60 through 66 of Stone Hill Estates Section 1.

This submission meets with the department's approval and includes the following:

- 1) Copy of Request for Maintenance Agreement (3 pages)
- 2) Copy of Waiver of Notice of Public Meeting (1 page)
- 3) Exhibit 'A' Copy of Maintenance Area (Preliminary Plan) (5 pages)
- 4) Exhibit 'B' Copy of Stone Hill Estates Section 1 (Final Plat) (16 pages)
- 5) Exhibit 'C' Copy of Proposed Lot Assessments (1 page)
- 6) Exhibit 'D' Copy of Engineer's Estimate (1 pages)

If these proposed assessments meet with the Board's approval, please so note by resolution.

Respectfully,

K. Todd May
Subdivision Engineer

KTM

Cc: Holly Mattei, Regional Planning Commission, w/att.
Commissioner Davis
Commissioner Levacy
Commissioner Fix
File w/att.
Andy Boystel, FCEO
Nicholas Diley, GIS
Reading file

Attached: as noted

REQUEST FOR MAINTENANCE AGREEMENT

Whereas, Stone Hill Devp. LLC is the title owner in fee simple of the real estate known as (subdivision title, if appropriate) Stone Hill Estates consisting of approximately 161.4 acres of land in Town Carroll, Range 20 Section 11&12 of Bloom Township, County of Fairfield, Ohio, and

Whereas, said (subdivision title, if appropriate) Stone Hill Estates real estate contains 66 lots and parcels as set forth on the survey drawing, plat and amendments thereto as shall be recorded with the county of Fairfield recorder, and as described in Attachment "A", and

Whereas, said Stone Hill Estates real estate (or Subdivision) will contain a number of ditches, storm sewers, culverts, and general drainage areas, all of said areas being set forth on the plans showing the same as being within the drainage easements as shown on the survey drawing and described in the legal description in Attachment "A", and amendments thereto, and

Whereas, the plans have been designed by a Professional Engineer registered in the state of Ohio, and

Whereas, the County Engineer, as part of the subdivision review team, shall approve all of the ditches, storm sewers, culverts, and general drainage areas as shown on the original plans and plat, and

Whereas, the improvements are to be constructed by the owner under the supervision and control of the Fairfield County Regional Planning Commission and shall meet the final approval of the County Engineer as constructed, and

Whereas, the owner agrees that this agreement along with the plan and schedules of the improvement shall be filed with the clerk of the Board of Commissioners of Fairfield County to locate and establish such as a public watercourse.

This Maintenance Agreement for drainage facilities is a part of the improvement plans of the above real estate (subdivision) and the obligation to pay the maintenance fees shall pass with the Title to the property. There shall be inserted in each deed passing Title to any of the land herein by the owner or developer the words:

“Title to the fee includes the obligation to pay the drainage maintenance fee assessed, or to be assessed, by the County, pursuant to the Ohio Revised Code 6137 and following sections. This includes the obligation to pay such portion of the drainage maintenance fee assessment, or to be assessed, to the public corporation(s) as established in the original schedule, as amended from time to time.”

In addition, the following words shall be inserted on the Plat of the subdivision:

“All lots in the subdivision shall be part of a drainage district for the maintenance, repair and replacement of the drainage/storm sewer system serving the subdivision. Each lot shall be assessed in accordance with the rules and regulations governing such district for the inspections, maintenance, repair and replacement of such drainage/storm sewer system.”

NOW, THEREFORE, the above owner wishes to have established by the Board of Commissioners of Fairfield County, a Ditch Maintenance Fund pursuant to Section

6131.63 and Section 6137 of the Ohio Revised Code, and have the lots and public areas assessed for said maintenance.

IN WITNESS WHEREOF, we have hereunto set our hands this 1 day of May, 2024.

Sara Price
Witness

Gregory L Price
(Owner)

Witness

(Owner)

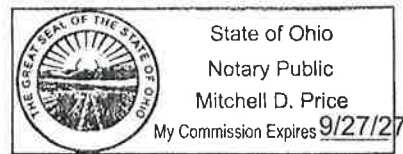
STATE OF OHIO, FAIRFIELD COUNTY, ss.

Before me, a notary public in and for said county and state, personally appeared Gregory L. Price who acknowledged that he/she/they did sign the foregoing instrument and that same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at 3:45 this 1st day of May, 2024.

Mitchell D. Price
Notary Public

Stone Hill Estates subdivision recorded in Cabinet 200400005215 Slot 1.



WAIVER OF NOTICE OF PUBLIC MEETING

We, the undersigned, being all the owners affected by the Request for Maintenance Agreement which has been submitted by us on behalf of the _____
Stone Hill Estates, hereby waive the holding of said public meeting since there are no other owners to object to said assessment, and hereby request that the said Maintenance Fund be immediately enacted.

Gregory L Price
(Owner)

(Owner)

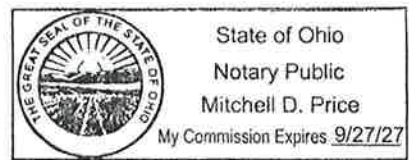
STATE OF OHIO, FAIRFIELD COUNTY, ss.

Before me, a notary public in and for said county and state, personally appeared Gregory L. Price who acknowledged that he/she/they did sign the foregoing instrument and that same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at 3:45 this 1st day of May, 2024.

M. D. Price
Notary Public

This instrument was prepared by:
Gregory L. Price
(Owner)





CHICES
 138 East Main Street
 Logan, Ohio 43138
 740.385.2140
 1495 Old Henderson Road
 Columbus, Ohio 43220
 614.451.8992
 507 Main Street
 Zionsville, Ohio 43701
 740.451.6400

EXHIBIT 'A'



Know what's below.
 Call before you dig.



NORTH

GRAPHIC SCALE

1" = 200'

STONE HILL
 ESTATES
 BLOOM TOWNSHIP
 FAIRFIELD COUNTY

2023 MAR-25 PRELIMINARY PLAN

PROPOSED SITE - OVERVIEW
C3.0
 SD PROJECT NO. 2326



TRAFFIC COUNTS

EXISTING ADT BRANDY CR.	211
PROPOSED ADT INTERNAL	648
TOTAL PROPOSED:	871

These drawings are the property of the undersigned architect, engineer, planner, or surveyor. They are to be used only for the project and site for which they were prepared. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the undersigned.



STONE HILL
ESTATES
BLOOM TOWNSHIP
FAIRFIELD COUNTY

231 MAR 21 2024 10:11 AM

PROPOSED SITE - NORTH
C3.1



SITE KEYNOTES

1. DRAINAGE SWALE, TYP.
2. EXISTING HOUSE, TO REMAIN.
3. EASEMENT RIGHTS RETAINED FOR DRAINAGE & UTILITIES.
4. STORM SEWER, 18" DIA. CONCRETE, TYP.
5. CULVERT ENDS TO SPAN BEYOND ORDINARY HIGH WATER MARK.
6. ROADSIDE DITCH, TYP. IN CONSTRUCTION DRAWINGS.
7. TOWNSHIP CUL-DE-SAC, SEE TOWNSHIP EASEMENT REP. FAIRFIELD COUNTY SUBDIVISION REGULATIONS, EXHIBIT 3A.
8. TOWNSHIP CUL-DE-SAC, SEE TOWNSHIP EASEMENT REP. FAIRFIELD COUNTY SUBDIVISION REGULATIONS, EXHIBIT 3A.
9. 12" DIA. MAINTENANCE BERM.
10. PERIMETER DRAIN (PTD).
11. 24" DIA. CONCRETE TO BE PROVIDED ALONG BRANCHED CHIMNEY DITCH AND ASSOCIATED PAVEMENT SECTION PER FAIRFIELD COUNTY SUBDIVISION REGULATIONS, EXHIBIT 3A.
12. WATER QUALITY BASIN WITH 48-HR DRAINDOWN, TO BE DETAILED IN PRELIMINARY EASEMENT. SEE FINAL PLAN FOR DETAILS. EASEMENT TO BE PROVIDED TO THE TOWNSHIP AND STATE OF OHIO FOR SECTION 1043.02 OF THE OHIO CONSTITUTION AND FOR SECTION 1043.02 OF THE OHIO CONSTITUTION.
13. METEOROLOGICAL AND ASSOCIATED AGENCIES. SEE STORM REPORT FOR DETAILS.
14. OPPOSITE EASEMENT TO BE ACCORDING TO CONSTRUCTION DRAWINGS.

MISC. NOTES

- BUILDING SETBACK LINE - 8'-0".
- ALL DIMENSIONS TO BE TO NEAREST WHOLE NUMBER.
- PROPERTY LINES TO BE SHOWN AT ALL DITCH OUTLETS TO STREAM.
- ALL WELL LINES THAT CROSS DRIVEWAYS SHALL BE SLEAVED TO A MINIMUM OF 18" ABOVE THE DRIVEWAY SURFACE.
- ALL DIMENSIONS SHALL BE COORDINATED ON THE FINAL PLAN.

LEGEND

KEYNOTE	
	SCALE, FLOW DIRECTION
	SOIL SAMPLE LOCATION AND NUMBER
	SANITARY SEWER STRUCTURE NUMBER
	PROPOSED SANITARY EASEMENT (24" TYP.)
	PROPOSED STORM EASEMENT (24" MIN., TBD IN CONSTRUCTION DRAWINGS)
	PROPOSED UTILITY EASEMENT (15" TYP.)
	FRONT YARD SETBACK (20' TYP.)

These drawings are prepared by the undersigned and are subject to the provisions of the Ohio Professional Engineers and Surveyors Act, Chapter 4733. The undersigned assumes no liability for unauthorized use of these drawings, specifications, and documents.



Know what's below.
Call before you dig.



NORTH

GRAPHIC SCALE



STONE HILL
ESTATES
BLOOM TOWNSHIP
FAIRFIELD COUNTY

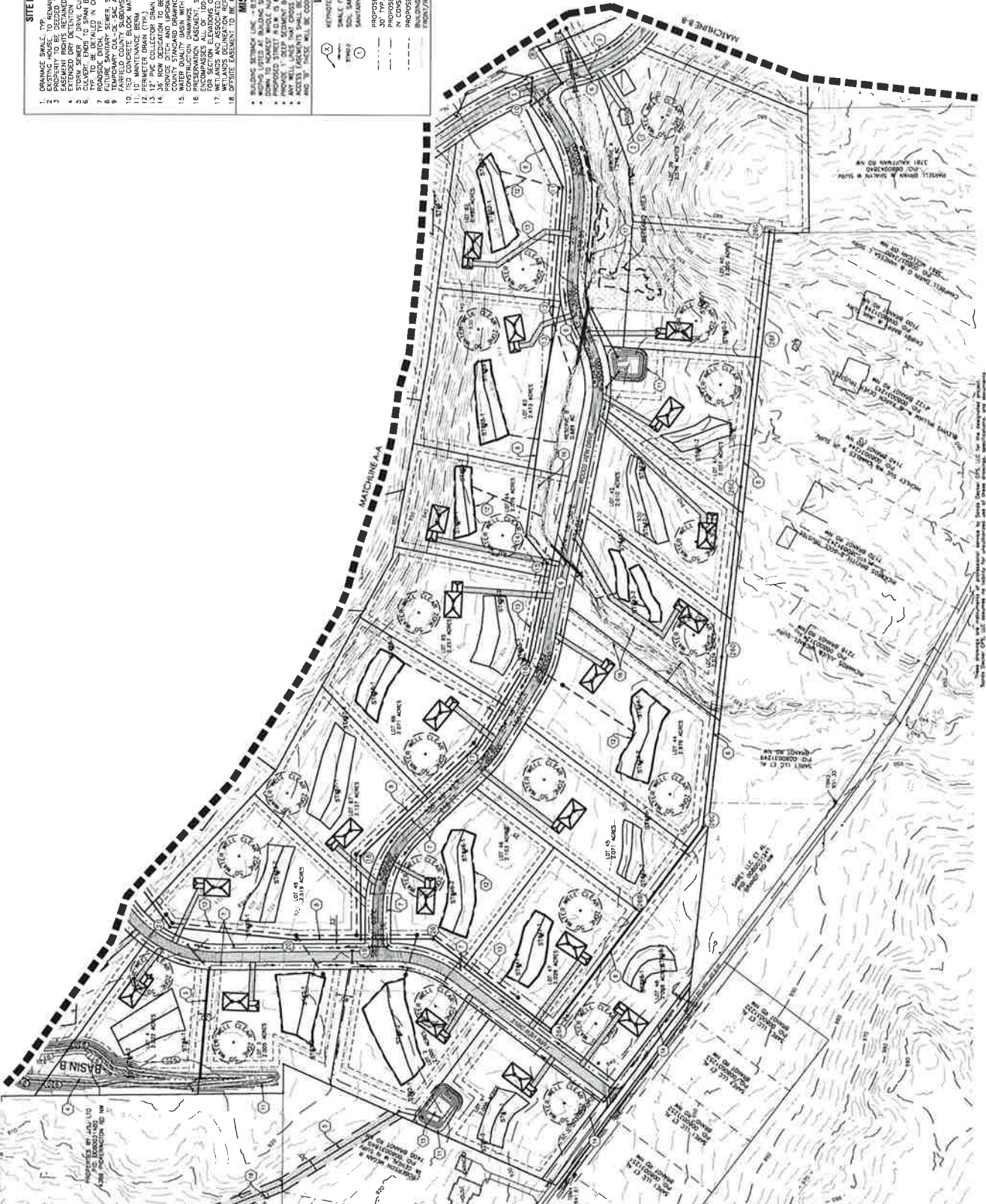
2021 MAR 23 10:50 AM 2021

PROPOSED SITE - SOUTH
C3.2
SDI 2021.03.23 10:50 AM 2021

SITE KEYNOTES	
1	DRAINAGE SWALE TO REMAIN.
2	PROPERTY TO BE SEIZED TO ADJACENT PROPERTIES WITH EXTENDED DRP DETENTION BASIN, TYP.
3	EXTENDED DRP DETENTION BASIN, TYP.
4	CULVERT ENDS TO SPAN BEYOND ORDINARY HIGH WATER MARK, TYP.
5	TO BE DETAILED IN CONSTRUCTION DRAWINGS.
6	FUTURE SANITARY SEWER, SEE PROFILES, TYP.
7	FUTURE SANITARY SEWER, SEE PROFILES, TYP.
8	FUTURE SANITARY SEWER, SEE PROFILES, TYP.
9	FUTURE SANITARY SEWER, SEE PROFILES, TYP.
10	12" CONCRETE BLOCK WALL EROSION PROTECTION, TYP.
11	PERIMETER DRAIN (TYP.)
12	RAC COLLECTOR DRAIN PROVIDED ALONG BRANST 02
13	PROVIDE DITCH AND IMPROVED PAVEMENT SECTION FOR FAIRFIELD COUNTY SUBDIVISION REGULATIONS, CHABERT AS.
14	CONSTRUCTION DRAWINGS TO BE DETAILED IN CONSTRUCTION DRAWINGS.
15	ENCUMBRANCES ALL OF 100-YR ELEVATION. SEE STORM REPORT FOR DETAILS.
16	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
17	WETLANDS AND ASSOCIATED EASEMENT. SEE STORM REPORT FOR DETAILS.
18	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
19	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
20	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
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41	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
42	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
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48	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
49	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.
50	WETLANDS DELINEATION REPORT REQUIRED PRIOR TO CONSTRUCTION.

MISC. NOTES	
1	BUILDING SETBACK LINES (B.S.L.) ARE ROUNDED.
2	PROPOSED STREET R.O.W. IS 60' WIDE.
3	PROPOSED STREET R.O.W. IS 60' WIDE.
4	PROPOSED STREET R.O.W. IS 60' WIDE.
5	PROPOSED STREET R.O.W. IS 60' WIDE.
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48	PROPOSED STREET R.O.W. IS 60' WIDE.
49	PROPOSED STREET R.O.W. IS 60' WIDE.
50	PROPOSED STREET R.O.W. IS 60' WIDE.

LEGEND	
(Symbol)	SOIL FLOW DIRECTION
(Symbol)	SOIL SAMPLE LOCATION AND NUMBER
(Symbol)	SANITARY SEWER STRUCTURE NUMBER
(Symbol)	PROPOSED SANITARY EASEMENT (24" TYP.)
(Symbol)	30" TYP. WITH COLLECTOR DRAIN
(Symbol)	PROPOSED UTILITY EASEMENT (15" TYP.)
(Symbol)	FRONT/REAR - 25' SIDE





Know what's below.
Call before you dig.



NORTH

GRAPHIC SCALE



STONE HILL
ESTATES
BLOOM TOWNSHIP
FAIRFIELD COUNTY

2023 11/02/23 11/15/23

PROPOSED SITE - EAST

C3.3

SD PROJECT NO. 2302

SITE KEYNOTES

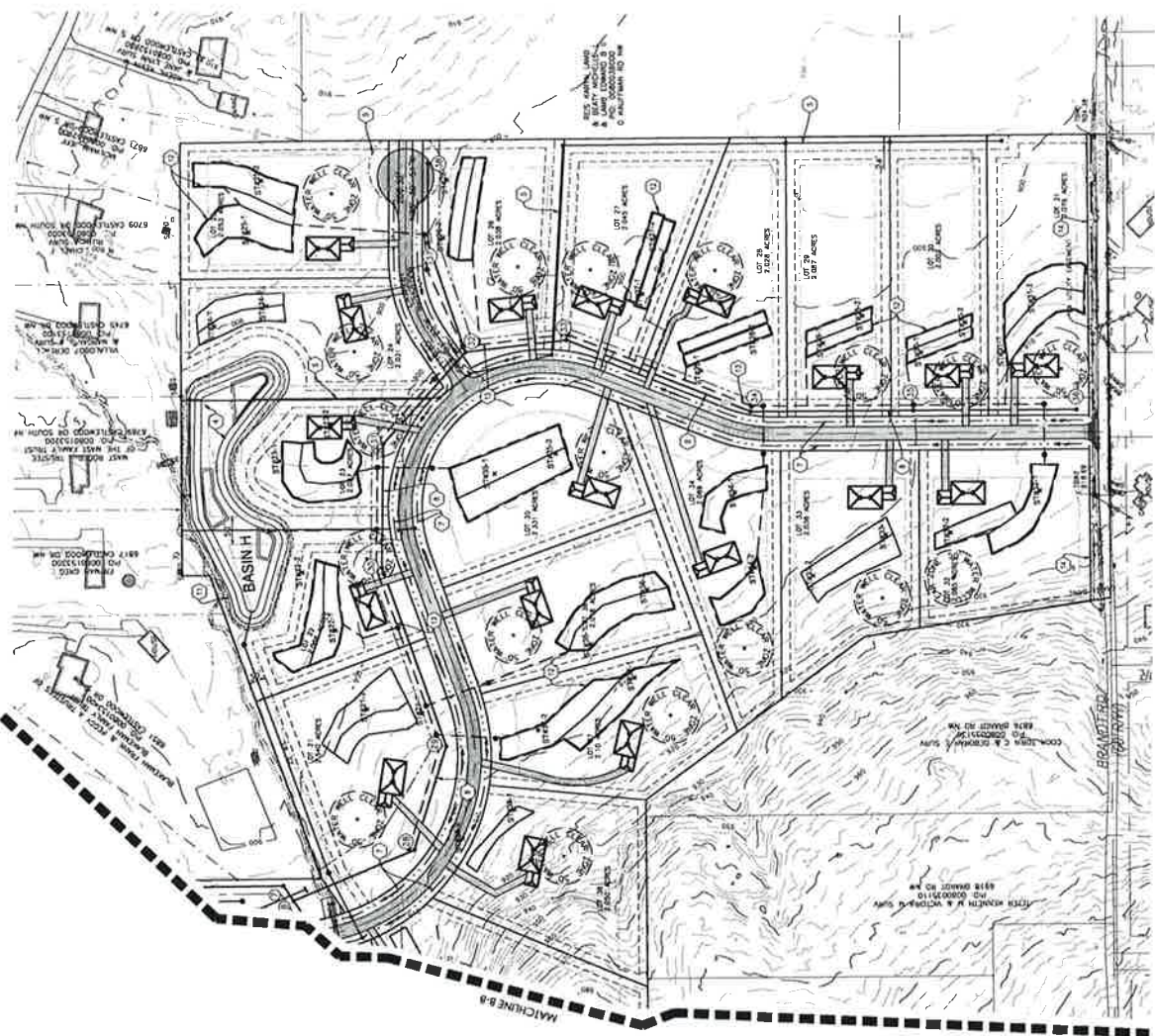
1. DRAINAGE SHALL BE TO BELMAN.
2. EXISTING HOUSE TO REMAIN.
3. EXISTING DRIVE SHALL BE MAINTAINED AS EXISTING UNLESS OTHERWISE NOTED.
4. EXISTING DRIVE DETENTION BASIN TO REMAIN AS SHOWN.
5. EXISTING DRIVE TO SPAN EXISTING DRAINAGE HIGH WATER MARK.
6. EXISTING DRIVE TO SPAN EXISTING DRAINAGE HIGH WATER MARK.
7. EXISTING DRIVE TO SPAN EXISTING DRAINAGE HIGH WATER MARK.
8. FUTURE SANITARY SEWER SEE PROJECT 1.
9. FUTURE SANITARY SEWER SEE PROJECT 1.
10. FUTURE SANITARY SEWER SEE PROJECT 1.
11. FUTURE SANITARY SEWER SEE PROJECT 1.
12. FUTURE SANITARY SEWER SEE PROJECT 1.
13. FUTURE SANITARY SEWER SEE PROJECT 1.
14. FUTURE SANITARY SEWER SEE PROJECT 1.
15. WATER QUALITY BASIN WITH 48-HR DRAWDOWN, TO BE DETAILED IN PROVISIONAL EASEMENT. SEE FINAL PLAN FOR DETAILS. EASEMENT UNDEVELOPED. ALL OF LOW-VOL. ELEVATION. SEE STORM REPORT FOR DETAILS.
16. UNDEVELOPED. ALL OF LOW-VOL. ELEVATION. SEE STORM REPORT FOR DETAILS.
17. UNDEVELOPED. ALL OF LOW-VOL. ELEVATION. SEE STORM REPORT FOR DETAILS.
18. DETAIL EASEMENT TO BE ACCORDING TO CONSTRUCTION.

MISC. NOTES

- BUILDING SETBACK LINE - 8.5'.
- DOWN TO HAZARD LEVEL UNLESS OTHERWISE NOTED.
- PROPOSED STREET R.O.W. IS 40' WIDE.
- ANY WELL LINES AND CROSS DRAINWAYS SHALL BE SILENT.
- ACCESS LAZARETS SHALL BE PROVIDED THROUGH BOTH RESERVE 'A' AND 'B' THESE WILL BE CONSIDERED ON THE FINAL PLAN.

LEGEND

- SOIL SAMPLE LOCATION AND NUMBER
- SANITARY SEWER STRUCTURE NUMBER
- PROPOSED SANITARY EASEMENT (24" TYP.)
- 20" TYP. WITH COLLECTOR DRAIN
- PROPOSED UTILITY EASEMENT (15" TYP.)
- BUILDING SETBACK LINE (8.5')
- DRIVE/PADWAY - 20' - 25'



These drawings are instruments of professional service by Sands Decker 2023, LLC for the referenced project. Sands Decker 2023, LLC assumes no liability for unauthorized use in these drawings, specifications, and documents.

NOTARIZED OWNERS DEDICATION AND ACKNOWLEDGEMENT

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM, BEING PART OF SECTIONS 11 & 12, TOWNSHIP 14, RANGE 20, AND CONTAINING 103.834 ACRES, MORE OR LESS, AND BEING ALL OUT OF A 161.437 ACRE TRACT OF LAND CONVEYED TO PRICE SEATON, LLC AS RECORDED IN OFFICIAL RECORD 1823, PAGE 4122

07/23/2024

UTILITY EASEMENTS: UTILITY EASEMENTS SHOWN ON THIS PLAN ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THE ABOVE REAL ESTATE (STONE HILLS ESTATES SECTION 1) AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID UTILITY EASEMENTS AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID UTILITY EASEMENTS AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID UTILITY EASEMENTS.

FUTURE SANITARY SEWER EASEMENTS: EASEMENTS DESIGNATED AS FUTURE SANITARY SEWER EASEMENTS ON THIS PLAN ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THE ABOVE REAL ESTATE (STONE HILLS ESTATES SECTION 1) AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID UTILITY EASEMENTS AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID UTILITY EASEMENTS.

DRAINAGE EASEMENTS: AN EASEMENT IS HEREBY GRANTED FOR THE PURPOSE OF CONSTRUCTION, OPERATION, RECONSTRUCTION, USAGE, AND MAINTENANCE OF STORM DRAINAGE SWALES, DITCHES, AND UNDERGROUND PIPING AND APPURTENANCE THEREOF. THE EASEMENT AREA DESIGNATED "DRAINAGE EASEMENT" HEREON INCLUDING THE RIGHT TO CONSTRUCT, MAINTAIN, REPAIR, OPERATE, AND USE SAID DRAINAGE SWALES, DITCHES, AND UNDERGROUND PIPING AND APPURTENANCE THEREOF, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAID AREAS FOR SAID PURPOSE, NO ABOVE GRADE STRUCTURES, DAMS, OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAN, EXCEPT THOSE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

DRAINAGE MAINTENANCE DISTRICT: A MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES IS A PART OF THE IMPROVEMENT PLANS OF THE ABOVE REAL ESTATE (STONE HILLS ESTATES SECTION 1) AND THE OBLIGATION TO PAY THE MAINTENANCE COSTS OF SAID FACILITIES SHALL BE ASSESSED TO ANY OF THE LAND HEREON BY THE OWNER OF DEVELOPER THE WORDS:

TITLE TO THE FEE INCLUDES THE OBLIGATION TO PAY THE DRAINAGE MAINTENANCE FEE ASSESSED, OR TO BE ASSESSED, BY SUCH PORTION OF THE DRAINAGE MAINTENANCE DISTRICT AS IS DESIGNATED IN THE ORIGINAL SCHEDULE, AS AMENDED FROM TIME TO TIME.

ALL LOTS IN THE SUBDIVISION SHALL BE PART OF A DRAINAGE DISTRICT FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH DRAINAGE/STORM SEWER SYSTEM.

THE OWNER OR OWNERS OF THE FEE SIMPLE TITLE TO EACH OF THE LOTS AND LANDS SHOWN HEREON THAT HAS WITHIN IT A PORTION OF THE AREA DESIGNATED HEREON AS "DRAINAGE EASEMENT" SHALL CARE FOR, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE MAJOR STORM DRAINAGE SWALE WITHIN SAID PORTION OF THE DRAINAGE EASEMENT OR DRAINAGE AND SANITARY SEWER EASEMENT AREA.

THE EASEMENT FOR STORM SEWERS, STORM DRAINAGE SWALES, AND UNDERGROUND SANITARY SEWERS AND APPURTENANCE THEREOF IS HEREBY GRANTED TO THE BOARD OF FAIRFIELD COUNTY COMMISSIONERS AND APPOINTMENT WORKS IS DETERMINED THAT FOR REASONS OF PUBLIC HEALTH, SAFETY, AND WELFARE IT IS NECESSARY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, AND KEEP OPEN AND UNOBSTRUCTED THE MAJOR STORM DRAINAGE SWALES WITHIN SAID "DRAINAGE EASEMENT" AREA. THE COSTS OF SUCH CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, AND KEEPING OPEN AND UNOBSTRUCTED SHALL BE PAID FOR BY THE OWNERS OF THE LOTS AND LANDS WITHIN SAID PORTION OF THE DRAINAGE EASEMENT OR DRAINAGE AND SANITARY SEWER EASEMENT AREA, UNLESS SUCH MAINTENANCE IS PERFORMED, UNLESS PAID BY A DRAINAGE MAINTENANCE DISTRICT ESTABLISHED FOR THE SUBDIVISION.

ENTRY SIGN & LANDSCAPE EASEMENT: THERE IS HEREBY RESERVED IN FAVOR OF DEVELOPER AND GRANTED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT UPON, OVER, THROUGH AND UNDER THE PROPERTY FOR THE INSTALLATION, REPAIR, MAINTENANCE, REPLACEMENT, AND MAINTENANCE OF ALL SIGNAGE AND LANDSCAPING INSTALLED OR DETERMINED TO BE INSTALLED BY DEVELOPER AND/OR THE HOMEOWNERS ASSOCIATION.

CONSERVATION EASEMENT & STREAM PRESERVATION EASEMENT: SEE PAGE THREE

TEMPORARY TURNAROUND EASEMENTS: TEMPORARY TURNAROUND EASEMENTS ARE DESIGNATED WHERE INDICATED ON THE PLAN FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF A PUBLIC ROADWAY. THE SAID EASEMENTS SHALL BE UTILIZED FOR INGRESS AND EGRESS OF VEHICULAR AND PEDESTRIAN TRAFFIC. THE SAID EASEMENTS SHALL NOT BE UTILIZED FOR OR CONTAIN PUBLIC OR PRIVATE UTILITIES.

NO VEHICULAR ACCESS UNTIL EXTENDED BY DEED OR PLAT.

MONUMENTATION: MONUMENTS SHOWN ON THE PLAN AS NOT IN PLACE AT THE TIME OF RECORDING SHALL BE PLACED PRIOR TO ACCEPTANCE OF THE STREETS.

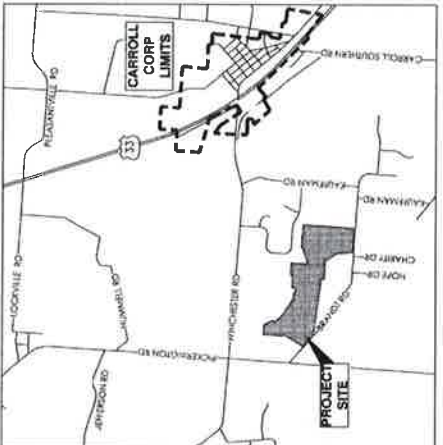
Gregory L. Price
GREGORY L. PRICE, OFFICER

STATE OF OHIO
FAIRFIELD COUNTY

BE IT REMEMBERED THAT ON THIS 15th day of July, 2024, PERSONALLY CAME TO ME, NOTARIAL PUBLIC IN AND FOR FAIRFIELD COUNTY, OHIO, AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING STATEMENT TO BE THEIR VOLUNTARY ACT AND DEED.

Janet Dowda
JANET DOWDA
NOTARIAL PUBLIC IN AND FOR FAIRFIELD COUNTY, OHIO

STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12



VICINITY MAP
NOT TO SCALE

I HEREBY CERTIFY THAT THE LAND DESCRIBED BY THIS PLAT WAS TRANSMITTED ON 7-1-24

Cari Bloom
Cari Bloom
My *Skidain* Deputy
FAIRFIELD COUNTY AUDITOR

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORDING ON August 12, 2024 AT 9:14 AM IN THE PLAT RECORDS OF FAIRFIELD COUNTY, OHIO. FEE \$ 1,144.20. (INDEX/BOOK # 20-270000-6-215)

Kristen Klemke
Kris Klemke
E Eden deputy recorder
FAIRFIELD COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT MEETS THE REQUIREMENTS OF THE FAIRFIELD COUNTY HEALTH BOARD (KNOWN AS THE FAIRFIELD DEPARTMENT OF HEALTH). APPROVAL OF ON-SITE WASTEWATER DISPOSAL SYSTEM IS BASED ON THE ORIGINAL SOIL CONDITIONS, ANY CUT OR FILL ON LOTS PRIOR TO WORK BEING COMMENCED. THE NUMBER OF ALLOWED BEDROOMS FOR EACH LOT IS LISTED ON THE CONSTRUCTION DRAWINGS. THE NUMBER OF ALLOWED BEDROOMS FOR EACH LOT IS LISTED ON THE CONSTRUCTION DRAWINGS. THE NUMBER OF ALLOWED BEDROOMS FOR EACH LOT IS LISTED ON THE CONSTRUCTION DRAWINGS. THE NUMBER OF ALLOWED BEDROOMS FOR EACH LOT IS LISTED ON THE CONSTRUCTION DRAWINGS.

HEALTH DEPARTMENT APPROVAL

Kevin Beechy
KEVIN BEECHY
COMMISSIONER, FAIRFIELD COUNTY HEALTH DEPARTMENT

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION ON THIS DAY OF July, 2024. THIS PLAT IS FILED FOR RECORDING WITHIN ONE HUNDRED AND EIGHTY (180) DAYS OF THE ABOVE APPROVAL.

Holly Mattie Aice
Holly Mattie Aice
DIRECTOR, FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION



SUB DIVIDER
STONE HILL DEV, LLC
3805 COLUMBUS-LANCASTER RD NW
CARROLL OH 43112

APPROVAL BY COUNTY COMMISSION

APPROVED AND ACCEPTED THIS 6 DAY OF April, 2024, THE STREETS, ROADS, ETC., HEREIN DEDICATED TO PUBLIC USE ARE HEREBY ACCEPTED AS SUCH FOR THE COUNTY OF FAIRFIELD, STATE OF OHIO.

David J. ...
DAVID J. ...
FAIRFIELD COUNTY COMMISSIONER

APPROVAL BY COUNTY ENGINEER

THIS PLAT IS HEREBY APPROVED AS OF 7-1-24 HOWEVER, STREETS ARE NOT ACCEPTED UNTIL INSPECTED AND APPROVED.

Jeremiah Upp
JEREMIAH UPP
FAIRFIELD COUNTY ENGINEER

APPROVAL BY COUNTY SANITARY ENGINEER

THIS PLAT IS HEREBY APPROVED AS OF April 17, 2024 SANITARY SEWER EASEMENTS FOR FUTURE SANITARY SEWERS HAVE BEEN PROVIDED AND ARE HEREBY ACCEPTED.

Tony Vibel
TONY VIBEL
FAIRFIELD COUNTY SANITARY ENGINEER

APPROVAL BY ZONING INSPECTOR

THIS PLAT IS CONSISTENT WITH THE CURRENT BLOOM TOWNSHIP ZONING RESOLUTION

Anne O'Brien
ANNE O'BRIEN
TOWNSHIP ZONING INSPECTOR

CERTIFICATION OF SURVEYOR

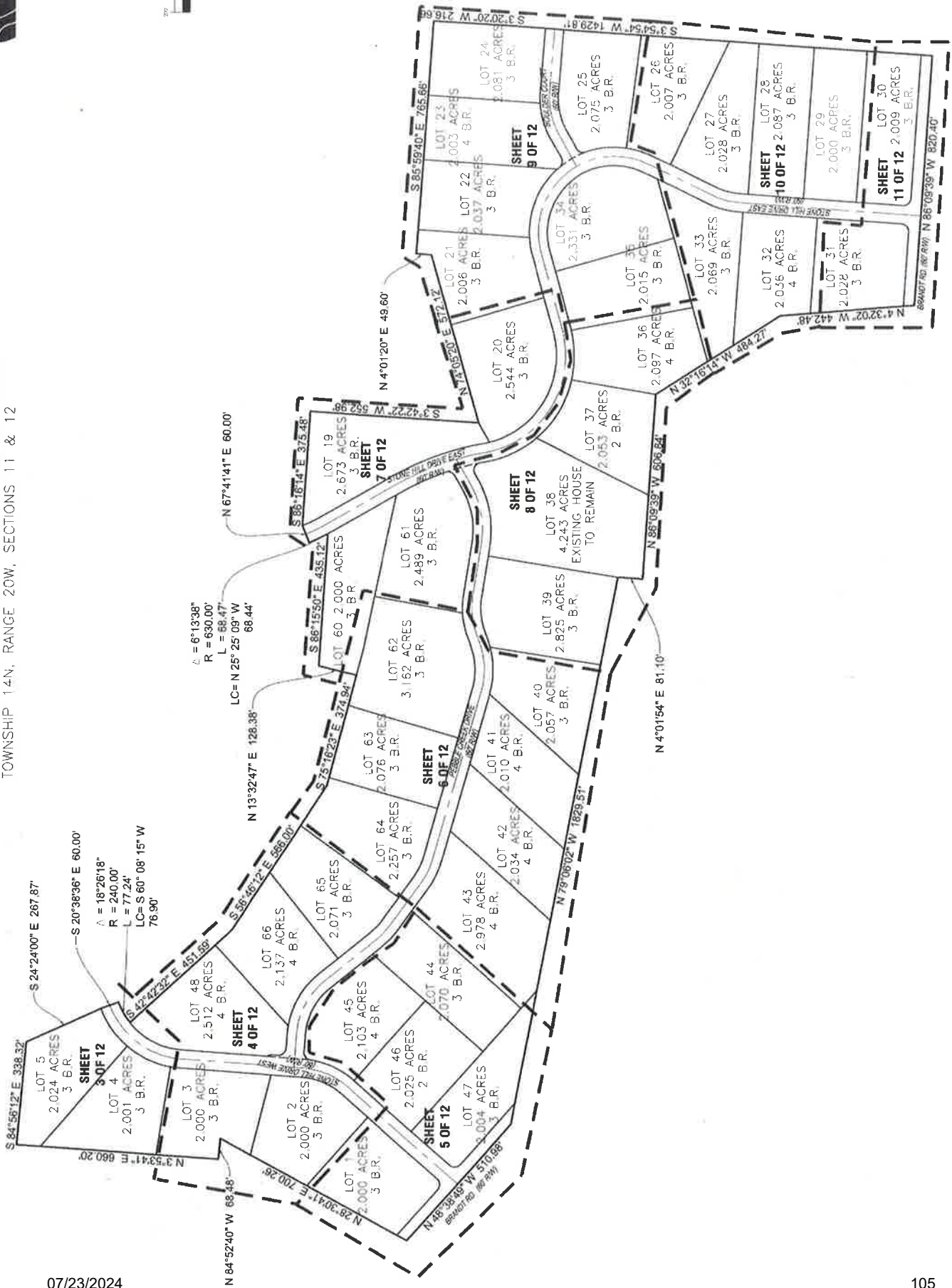
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN SEPTEMBER 2022, AND THAT ALL MARKERS AND MONUMENTS INDICATED ARE IN PLACE OR WILL BE IN PLACE BY THE TIME OF STREET ACCEPTANCE AND ARE CORRECTLY SHOWN AS TO MATERIALS, LOCATIONS AND MEETS THE LATEST PROVISION OF OHIO ADMINISTRATIVE CODE CHAPTER 4733-37-01 MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO.

Kevin Beechy
KEVIN BEECHY
SURVEYOR 7881

STONE HILL ESTATES SECTION 1 SHEET 1 OF 12

EXHIBIT 'B'

STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12



These drawings are instruments of professional service by Sands Decker GPS, LLC for the designated project. Sands Decker GPS, LLC assumes no liability for unauthorized use of these drawings, specifications, and documents.

128 East Main Street
Lorain, Ohio 43138
740-385-2140

1495 Old Henderson Road
Columbus, Ohio 43220
614-459-6992

507 Main Street
Zanesville, Ohio 43701
740-450-1640



VICINITY MAP
NOT TO SCALE

BASES OF BEARINGS

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM - OHIO SOUTH ZONE (NAD83) BY GPS OBSERVATION, REFERENCED TO THE DOT'S VRS NETWORK.

SURVEYOR'S NOTES

- BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY SANDS DECKER IN MAY, 2019 AND RECORDS ON FILE AT THE FAIRFIELD COUNTY RECORDER'S OFFICE, AUDITOR'S OFFICE, AND ENGINEER'S OFFICE.

- REFERENCES: DOCUMENTS AS NOTED HEREON.

- NO TITLE WORK WAS PROVIDED FOR THIS PROPERTY. EXISTING RECORDED EASEMENT INFORMATION DESIRED ABOVE IS OBTAINABLE FROM ANY PART THEREOF CAN BE ACQUIRED BY A COMPETENT EXAMINATION OF THE CURRENT PUBLIC RECORD, INCLUDING THOSE IN THE FAIRFIELD COUNTY RECORDER'S OFFICE.

IRON PIPES: ALL IRON PIPES SET ARE 3/4" INSIDE DIAMETER IRON PIPES, 36" IN LENGTH WITH A 1" DIAMETER YELLOW CAP STAMPED "SANDS DECKER."

PERMANENT MONUMENTS: PERMANENT MONUMENTS, WHERE INDICATED (HEREAFTER) ARE TO BE SET TO MONUMENT THE POINTS INDICATED AND TO BE SET WITH THE TOP END FLUSH WITH THE SURFACE OF THE GROUND, AND THEN CAPPED WITH ALUMINUM CAP STAMPED "SANDS DECKER." ONCE INSTALLED, THE TOP OF THE CAP SHALL BE MARKED (PUNCHED) TO RECORD THE ACTUAL LOCATION OF THE POINT.

SURVEYS USED

1934	8051
1949	8499
1950	8499
1951	8499
1952	8499
1953	8499
1954	8499
1955	8499
1956	8499
1957	8499
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1964	8499
1965	8499
1966	8499
1967	8499
1968	8499
1969	8499
1970	8499
1971	8499
1972	8499

STONE HILL ESTATES SECTION 1

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12

LEGAL DESCRIPTION OF SUBDIVISION (STONE HILL ESTATES SECTION 1)

CONVEYED TO WILLIAM F. GILCREST AS RECORDED IN OFFICIAL RECORD 1662, PAGE 1595, AND ALSO BEING THE SOUTHWEST CORNER OF A 10 ACRE TRACT OF LAND CONVEYED TO JASON W. FOX AND SARAH J. FOX AS RECORDED IN OFFICIAL RECORD 1646, PAGE 566; THENCE ALONG THE SOUTH LINE OF SAID 10 ACRE FOX TRACT, SOUTH 84°56'12" EAST, A DISTANCE OF 338.32 FEET TO AN IRON PIPE SET;

THENCE LEAVING SAID SOUTH LINE AND ACROSS SAID 161.437 ACRE PRICE-SEATON TRACT, THE FOLLOWING ELEVEN (11) COURSES;

- 1) SOUTH 24°24'00" EAST, A DISTANCE OF 267.87 FEET TO AN IRON PIPE SET;
- 2) SOUTH 20°38'36" EAST, A DISTANCE OF 60.00 FEET TO AN IRON PIPE SET;
- 3) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 18°26'18", AN ARC LENGTH OF 77.24, A CHORD LENGTH OF 76.90 FEET BEARING SOUTH 60°08'15" WEST TO AN IRON PIPE SET;
- 4) SOUTH 42°42'32" EAST, A DISTANCE OF 451.59 FEET TO AN IRON PIPE SET;
- 5) SOUTH 55°46'12" EAST, A DISTANCE OF 566.00 FEET TO AN IRON PIPE SET;
- 6) SOUTH 75°16'23" EAST, A DISTANCE OF 374.94 FEET TO AN IRON PIPE SET;
- 7) NORTH 13°32'47" EAST, A DISTANCE OF 128.38 FEET TO AN IRON PIPE SET;
- 8) NORTH 86°15'50" EAST, A DISTANCE OF 495.12 FEET TO AN IRON PIPE SET;
- 9) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 6°13'38", AN ARC LENGTH OF 68.47, A CHORD LENGTH OF 68.44 FEET BEARING NORTH 25°25'09" WEST TO AN IRON PIPE SET;
- 10) NORTH 67°41'41" EAST, A DISTANCE OF 60.00 FEET TO A PERMANENT MONUMENT SET;
- 11) SOUTH 85°16'14" EAST, A DISTANCE OF 375.48 FEET TO AN IRON PIPE SET ON THE WEST LINE OF LOT 16 OF CASTLEWOOD SUBDIVISION SOUTH AS RECORDED IN PLAT BOOK 10, PAGE 111;

THENCE ALONG THE WEST LINE OF SAID LOT 16 AND ALSO THE WEST LINE OF SAID CASTLEWOOD SUBDIVISION SOUTH, SOUTH 3°42'22" WEST, PASSING OVER A 5/8" IRON PIN FOUND (TOBIN MCFARLAND CAP) AT 403.85 FEET, A TOTAL DISTANCE OF 552.98 FEET TO AN IRON PIPE SET AT THE SOUTHWEST CORNER OF SAID LOT 15;

THENCE ALONG THE SOUTH LINES OF SAID LOT 15 AND LOT 14 OF SAID CASTLEWOOD SUBDIVISION SOUTH, NORTH 74°05'20" EAST, A DISTANCE OF 572.12 FEET TO AN IRON PIPE SET AT A CORNER OF SAID LOT 14;

THENCE ALONG AN EAST LINE OF SAID LOT 14, NORTH 4°01'20" EAST, A DISTANCE OF 49.60 FEET TO AN IRON PIPE SET AT A CORNER OF SAID LOT 14;

THENCE ALONG THE SOUTH LINES OF SAID LOT 14 AND LOTS 10-13 OF SAID CASTLEWOOD SUBDIVISION SOUTH, SOUTH 85°59'40" EAST, PASSING OVER A 5/8" IRON PIN FOUND (P5 4372 CAP) AT 316.41 FEET AND A 1/2" IRON PIPE FOUND (NO CAP) AT 646.09 FEET, A TOTAL DISTANCE OF 765.66 FEET TO AN IRON PIPE SET AT A CORNER OF SAID LOT 10;

THENCE ALONG THE WEST LINE OF SAID LOT 10, SOUTH 3°20'20" WEST, A DISTANCE OF 216.66 FEET TO AN IRON PIPE SET AT A CORNER OF SAID LOT 10 AND LOT 9 OF SAID CASTLEWOOD SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A 35.07 ACRE TRACT OF LAND CONVEYED TO KARYN (LAMB) REIS AND MICHELLE L. BEATY AND EDWARD B. LAMB, II, AS RECORDED IN O.R. 1636, PAGE 647;

THENCE ALONG THE WEST LINE OF SAID 35.07 ACRE TRACT, SOUTH 3°54'54" WEST, PASSING OVER IRON PIPE SET AT 153.10 FEET AND 213.10 FEET, MARKING THE EASTERLY TERMINUS OF BOULDER COURT, AND AN IRON PIPE SET AT 1393.81 FEET AT THE INTERSECTION OF THE WEST LINE OF SAID 35.07 ACRE LAMB TRACT WITH THE PROPOSED RIGHT OF WAY LINE OF SAID BRANDT ROAD, A TOTAL DISTANCE OF 1429.81 FEET TO A MAG NAIL SET AT THE SOUTHWEST CORNER OF SAID 35.07 ACRE TRACT; ALSO BEING THE NORTHWEST CORNER OF A 0.4601 ACRE TRACT OF LAND CONVEYED TO GEORGE R. BOGHRSS AS RECORDED IN OFFICIAL RECORD 1546, PAGE 1888, ALSO BEING THE NORTHEAST CORNER OF A 0.81 ACRE TRACT OF LAND CONVEYED TO TANIA S. MCKITTRICK, TRUSTEE AS RECORDED IN OFFICIAL RECORD 1655, PAGE 1655; ALSO BEING THE CENTERLINE OF SAID BRANDT ROAD, AND ALSO BEING THE SOUTH LINE OF SAID SECTION 12;

THENCE ALONG THE NORTH LINE OF SAID 0.81 ACRE MCKITTRICK TRACT, ALSO ALONG THE NORTH LINES OF A 0.848 ACRE TRACT OF LAND CONVEYED TO HUBERT A. NEW AS RECORDED IN OFFICIAL RECORD 690, PAGE 983, A 1.183 ACRE TRACT OF LAND CONVEYED TO HUBERT A. NEW AS RECORDED IN OFFICIAL RECORD 1132, PAGE 1814, A 0.50 ACRE TRACT OF LAND CONVEYED TO TANIA S. MCKITTRICK, TRUSTEE AS RECORDED IN OFFICIAL RECORD 1655, PAGE 1655, AND LOT 1 OF FAITH HILL SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 47; ALSO BEING ALONG THE SOUTH LINE OF SAID SECTION 12, AND ALSO ALONG THE CENTERLINE OF SAID BRANDT ROAD, NORTH 86°09'39" WEST, PASSING OVER A MAG NAIL SET AT 526.76 FEET AT THE INTERSECTION OF THE CENTERLINE OF SAID BRANDT ROAD WITH THE CENTERLINE OF PROPOSED STONE HILL DRIVE EAST, A TOTAL DISTANCE OF 820.40 FEET TO TRUE POINT OF BEGINNING.

CONTAINING A TOTAL OF 103.834 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

ALL IRON PINS SET ARE 3/4" INSIDE DIAMETER IRON PIPE BEING 30 INCHES IN LENGTH WITH A 1" YELLOW PLASTIC CAP INSCRIBED "SANDS DECKER".

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD83) BY GPS OBSERVATIONS, REFERENCED TO THE DOT'S VRS NETWORK.

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM, BEING PART OF SECTIONS 11 & 12, TOWNSHIP 14, RANGE 20, AND CONTAINING 103.834 ACRES, MORE OR LESS, AND BEING ALL OUT OF A 161.437 ACRE TRACT OF LAND CONVEYED TO PRICE-SEATON, LLC AS RECORDED IN OFFICIAL RECORD 1823, PAGE 4122 (ALL REFERENCES USED IN THIS DESCRIPTION, REFER TO THE RECORDS OF THE RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO), SAID 103.834 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING, FOR REFERENCE, AT A 5/8" IRON PIN FOUND (NO CAP) BEING LOCATED AT THE SOUTHWEST CORNER OF SECTION 12 AND IN THE CENTERLINE OF BRANDT ROAD (60 FOOT WIDE); THENCE ALONG THE CENTERLINE OF SAID BRANDT ROAD AND THE SOUTH LINE OF SAID SECTION 12, SOUTH 86°09'39" EAST, A DISTANCE OF 959.48 FEET TO A MAG NAIL SET AT THE SOUTHWEST CORNER OF A 5.01 ACRE TRACT OF LAND CONVEYED TO TOBIN C. COOK AND DEBORAH E. COOK AS RECORDED IN OFFICIAL RECORD 1251, PAGE 693, AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED 103.834 ACRE TRACT OF LAND;

THENCE ALONG THE EAST LINES OF SAID 5.01 ACRE COOK TRACT FOR THE FOLLOWING TWO (2) COURSES;

- 1) NORTH 4°32'02" WEST, PASSING OVER AN IRON PIPE SET AT 36.39 FEET AT THE INTERSECTION OF THE EAST LINE OF SAID 5.01 ACRE COOK TRACT WITH THE PROPOSED RIGHT OF WAY LINE OF SAID BRANDT ROAD, A TOTAL DISTANCE OF 442.48 FEET TO AN IRON PIPE SET;
- 2) NORTH 32°16'14" WEST, A DISTANCE OF 484.27 FEET TO AN IRON PIPE SET AT THE NORTHEAST CORNER OF SAID 5.01 ACRE COOK TRACT;

THENCE ALONG THE NORTH LINE OF SAID 5.01 ACRE COOK TRACT, ALSO ALONG THE NORTH LINE OF A 5.01 ACRE TRACT OF LAND CONVEYED TO KENNETH M. TETER AND VICTORIA M. TETER AS RECORDED IN OFFICIAL RECORD 1596, PAGE 3795, AND ALSO ALONG THE NORTH LINE OF A 5.01 ACRE TRACT OF LAND CONVEYED TO WILLIAM ZACK WATTS AND JAMIE C. WATTS AS RECORDED IN OFFICIAL RECORD 1745, PAGE 4428, NORTH 86°09'39" WEST, A DISTANCE OF 606.84 FEET TO AN IRON PIPE SET AT THE NORTHWEST CORNER OF SAID 5.01 ACRE WATTS TRACT, ALSO ON THE EAST LINE OF A 2.114 ACRE TRACT OF LAND CONVEYED TO ERIN W. BREEDLOVE & DONNA S. BREEDLOVE AS RECORDED IN OFFICIAL RECORD 1419, PAGE 2087, AND ALSO BEING ON THE WEST LINE OF SECTION 12;

THENCE ALONG THE EAST LINE OF SAID 2.114 ACRE BREEDLOVE TRACT, ALSO ALONG THE EAST LINE OF A 2.653 ACRE TRACT OF LAND CONVEYED TO BARRY KIRBY AND JAMI KIRBY AS RECORDED IN OFFICIAL RECORD 1360, PAGE 3207, AND ALSO ALONG THE WEST LINE OF SECTION 12, NORTH 4°01'54" EAST, A DISTANCE OF 81.10 FEET TO AN IRON PIPE SET AT A NORTHEAST CORNER OF SAID 2.653 ACRE KIRBY TRACT;

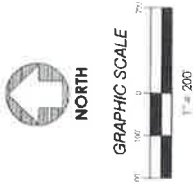
THENCE ALONG THE NORTH LINE OF SAID 2.653 ACRE KIRBY TRACT, ALSO ALONG THE NORTH LINES OF A 2.464 ACRE TRACT OF LAND CONVEYED TO WILLIAM K. BLEVINS AND KAREN DEVER BLEVINS AS RECORDED IN OFFICIAL RECORD 1600, PAGE 22516, 2.282 ACRE TRACT OF LAND CONVEYED TO SUE W. HIGLEY AND CHARLES S. HIGLEY, JR. AS RECORDED IN OFFICIAL RECORD 1612, PAGE 3010, A 3.918 ACRE TRACT OF LAND CONVEYED TO BRIGITTE E. RICKARDS, TRUSTEE AS RECORDED IN OFFICIAL RECORD 1717, PAGE 342, OFFICIAL RECORD 1717, PAGE 345 & OFFICIAL RECORD 1717, PAGE 350, A 2.396 ACRE TRACT OF LAND CONVEYED TO JULIE RICHARDS AND MICHAEL RICHARDS AS RECORDED IN OFFICIAL RECORD 1714, PAGE 1226, A 1.851 ACRE TRACT OF LAND CONVEYED TO RICKETTY E. W. MELINDA S. GILLESPIE AS RECORDED IN INSTRUMENT NUMBER 202100018040, AND A 1.718 ACRE TRACT OF LAND CONVEYED TO RICKETTY E. W. MELINDA S. GILLESPIE AS RECORDED IN INSTRUMENT NUMBER 202100018040, NORTH 79°06'02" WEST, PASSING OVER AN IRON PIPE SET AT 1758.48 FEET AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID 1.718 ACRE GILLESPIE TRACT WITH THE PROPOSED RIGHT OF WAY LINE OF SAID BRANDT ROAD, A TOTAL DISTANCE OF 1829.51 FEET TO A MAG NAIL SET AT THE NORTHWEST CORNER OF SAID 1.718 ACRE GILLESPIE TRACT, ALSO BEING ON THE NORTH LINE OF A 1.05 ACRE TRACT OF LAND CONVEYED TO BLAKE S. SARAH E. POWERS AS RECORDED IN INSTRUMENT NUMBER 202100002704, AND ALSO BEING IN THE CENTERLINE OF SAID BRANDT ROAD;

THENCE ALONG SAID BRANDT ROAD CENTERLINE, ALSO ALONG THE NORTH LINE OF SAID 1.05 ACRE POWERS TRACT, ALSO ALONG THE NORTH LINES OF A 1.05 ACRE TRACT OF LAND CONVEYED TO JONATHAN J. & NANCY S. COX AS RECORDED IN INSTRUMENT NUMBER 202100006551, A 1.04 ACRE TRACT OF LAND CONVEYED TO RICHARD C. & MARCIA L. GRAEFF, TR. AS RECORDED IN DOCUMENT NUMBER 202200017398, A 2.098 ACRE TRACT OF LAND CONVEYED TO WALTER F. CALLAHAN, JR. AS RECORDED IN INSTRUMENT NUMBER 202100019027, NORTH 48°38'49" WEST, PASSING OVER A MAG NAIL SET AT 262.85 FEET AT THE INTERSECTION OF THE CENTERLINE OF SAID BRANDT ROAD WITH THE CENTERLINE OF PROPOSED STONE HILL DRIVE WEST, A TOTAL DISTANCE OF 510.98 FEET TO A MAG NAIL SET AT THE SOUTHWEST CORNER OF A 3.083 ACRE TRACT OF LAND CONVEYED TO MEGAN N. ROBERSON AND GENERAL W. ROBERSON III AS RECORDED IN OFFICIAL RECORD 1387, PAGE 284;

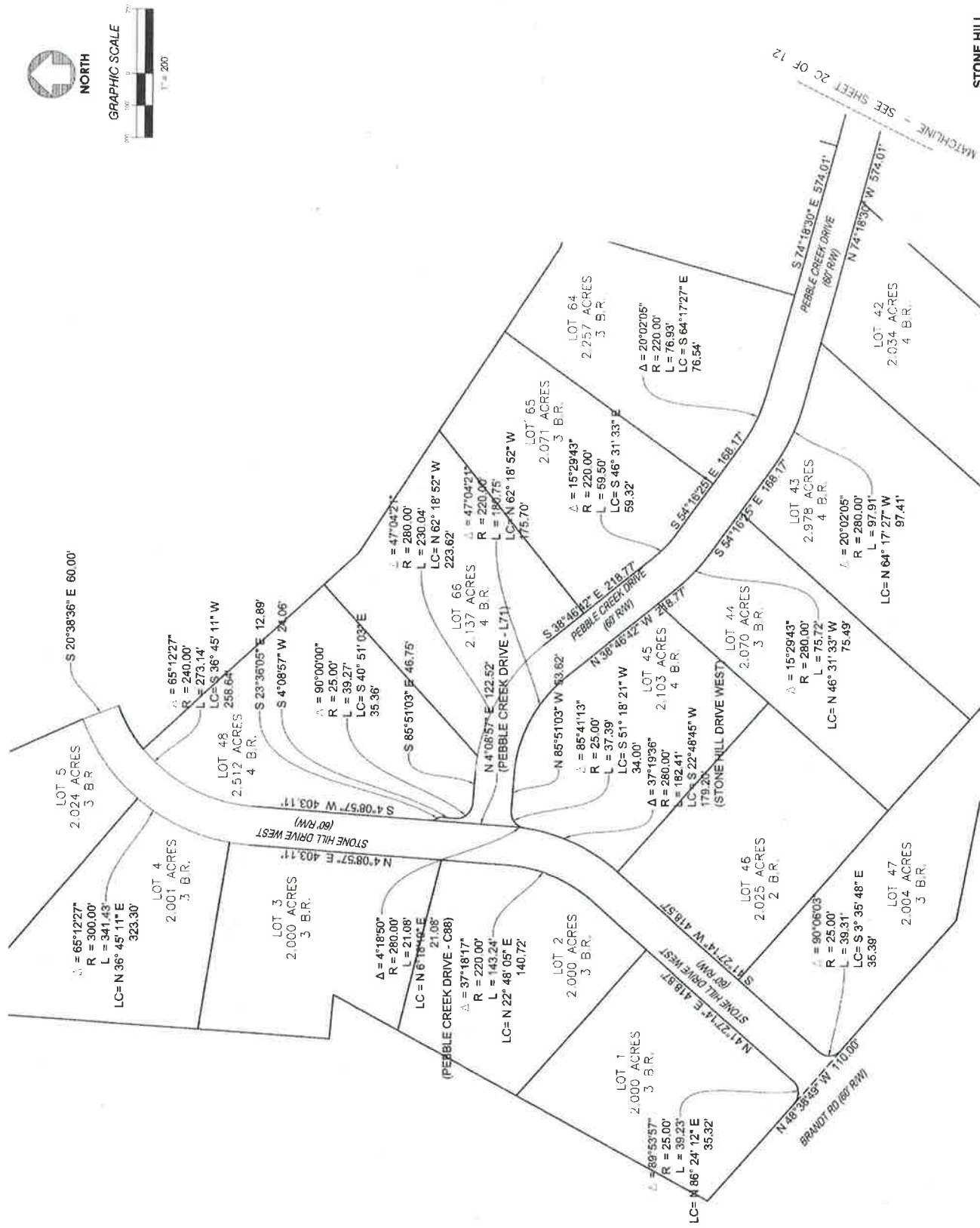
THENCE ALONG THE EAST LINE OF SAID 3.083 ACRE ROBERSON TRACT, NORTH 28°30'41" EAST, PASSING OVER A 5/8" REBAR (NO CAP) AT 30.76 FEET AND AN IRON PIPE SET AT 36.92 FEET AT THE INTERSECTION OF THE EAST LINE OF SAID 3.083 ACRE ROBERSON TRACT WITH THE PROPOSED RIGHT OF WAY LINE OF SAID BRANDT ROAD, A TOTAL DISTANCE OF 700.26 FEET TO A FOUND 5/8" REBAR (NO CAP) AT THE NORTHEAST CORNER OF SAID 3.083 ACRE ROBERSON TRACT;

THENCE ALONG THE NORTH LINE OF SAID 3.083 ACRE ROBERSON TRACT, NORTH 84°52'40" WEST, A DISTANCE OF 68.48 FEET TO A FOUND 5/8" REBAR (NO CAP) AT THE SOUTHWEST CORNER OF A 7.579 ACRE TRACT OF LAND CONVEYED TO PRICE-SEATON, LLC AS RECORDED IN INSTRUMENT NUMBER 202200018555;

DISTANCE OF 660.20 FEET TO A 5/8" REBAR FOUND (NO CAP) AT THE NORTHEAST CORNER OF SAID 7.579 ACRE PRICE-SEATON TRACT, ALSO BEING THE SOUTHWEST CORNER OF A 4.014 ACRE TRACT OF LAND

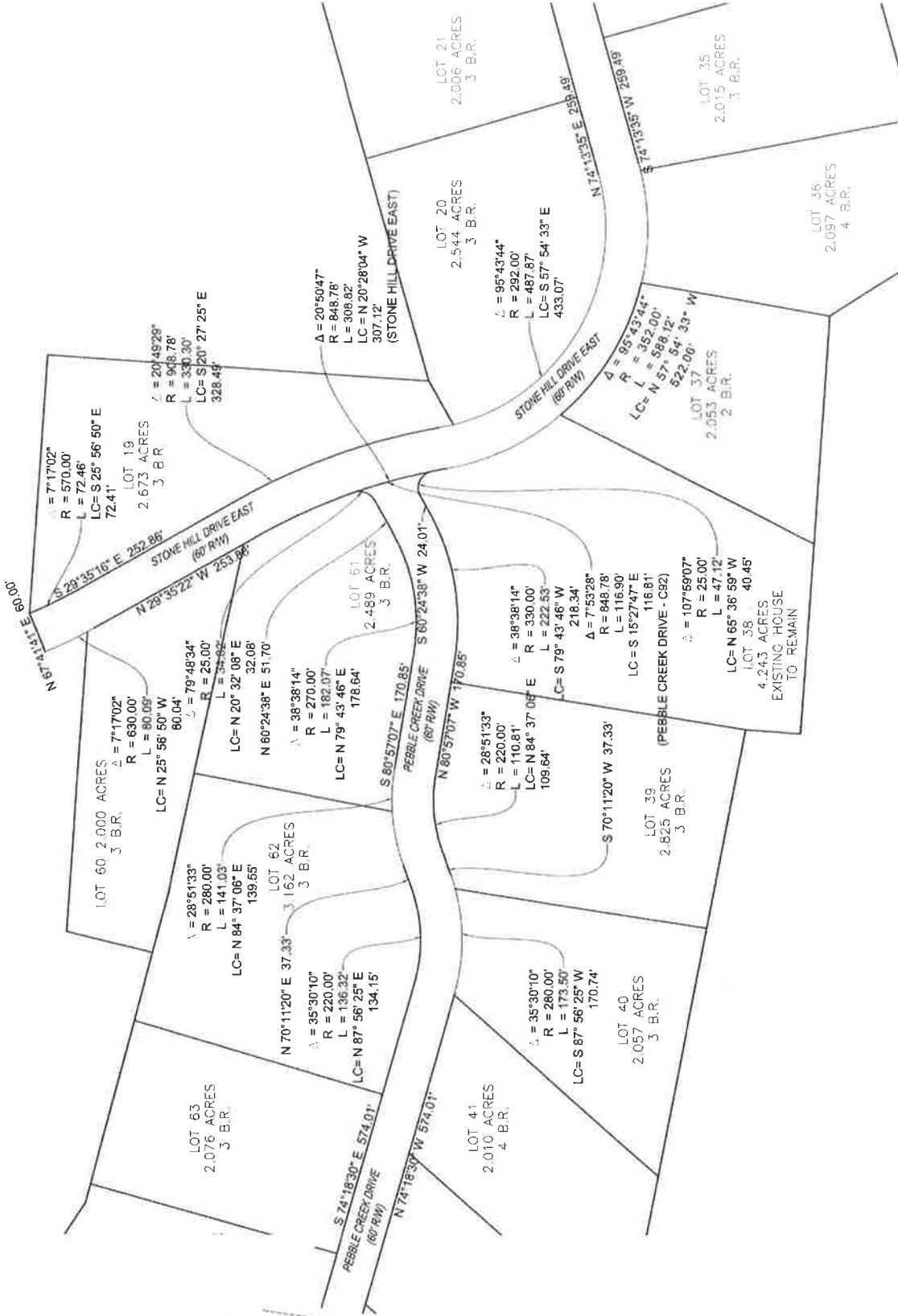


STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12



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STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12



MATCHLINE - SEE SHEET 28 OF 12

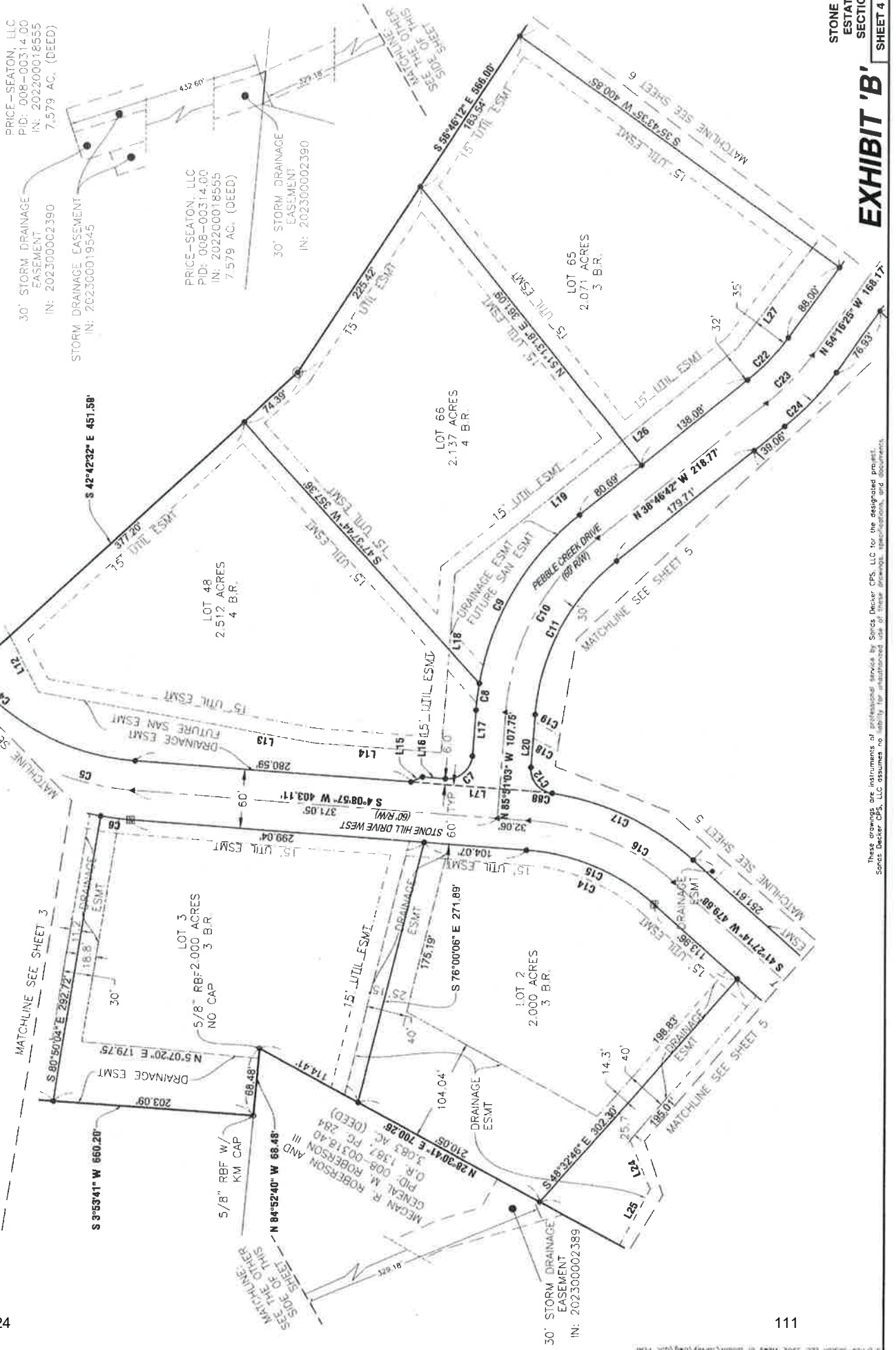
MATCHLINE - SEE SHEET 20 OF 12

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STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12

07/23/2024



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STONE HILL ESTATES SECTION 1

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12



GRAPHIC SCALE
1" = 60'

NOTE: SEE SHEET 4

07/23/2024

30' STORM DRAINAGE EASEMENT
IN: 202300002389

MEGAN R. ROBERSON AND
GENAL M. ROBERSON III
O.R. 1387, PG. 284
3.083 AC. (DEED)

IRON PIPE SET
W/ SANDS DECKER CAP
@ 35.92'
5/8" RFB
NO CAP
@ 30.76'

LOT 1
2.000 ACRES
3 B.R.

LOT 45
2.103 ACRES
4 B.R.

LOT 46
2.025 ACRES
2 B.R.

LOT 47
2.004 ACRES
3 B.R.

LOT 44
2.070 ACRES
3 B.R.

BLAKE S POWERS
SARAH E SURV
PID: 008-0031232
IN: 2021000204
1.05 AC. (AUDITOR)

JONATHAN J COX
MARGY S SURV
PID: 008-0031253
IN: 20210006551
1.05 AC. (AUDITOR)

RICHARD C GRAEF K
MARGA L RUSTEES
PID: 008-0031253
IN: 20220007398
1.04 AC. (AUDITOR)

WALTER F CALAHAN JR
PID: 005-0031350
IN: 20210001927
2.098 AC. (AUDITOR)

PROPOSED R/W
BRANDT ROAD
N 48°38'49" W 1510.98'

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* THE EXISTING 4" TILE THAT LEADS TO THE SOUTH OF PROPOSED STORM STRUCTURE 'B' WILL NOT BE PUBLICLY MAINTAINED BEYOND STRUCTURE 'B'. SEE SUBDIVISION CONSTRUCTION PLANS FOR MORE DETAIL

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STONE HILL ESTATES SECTION 1

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 4 N, RANGE 20 W, SECTIONS 11 & 12



07/23/2024



EXHIBIT 'B'
SUE W. HIGHLEY AND
CHARLES S. HIGHLEY, JR.
PID: 008-00312.44
O.R. 1612, PG. 3010
2.262 AC. (DEED)

BRIGITTE E. RICHARDS TRUSTEE
PID: 008-00312.43
O.R. 1717, PG. 342,345,350
3.918 AC. (DEED)

RICKY T. GILLESPIE
MELINDA S. SURV
PID: 008-00312.49
IN: 202100018040
3.57 AC. (AUDITOR)

JULIE RICHARDS AND
MICHAEL RICHARDS
PID: 008-00312.48
O.R. 1714, PG. 1226
2.396 AC. (DEED)

STONE HILL
ESTATES
SECTION 1
SHEET 6 OF 12

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STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12

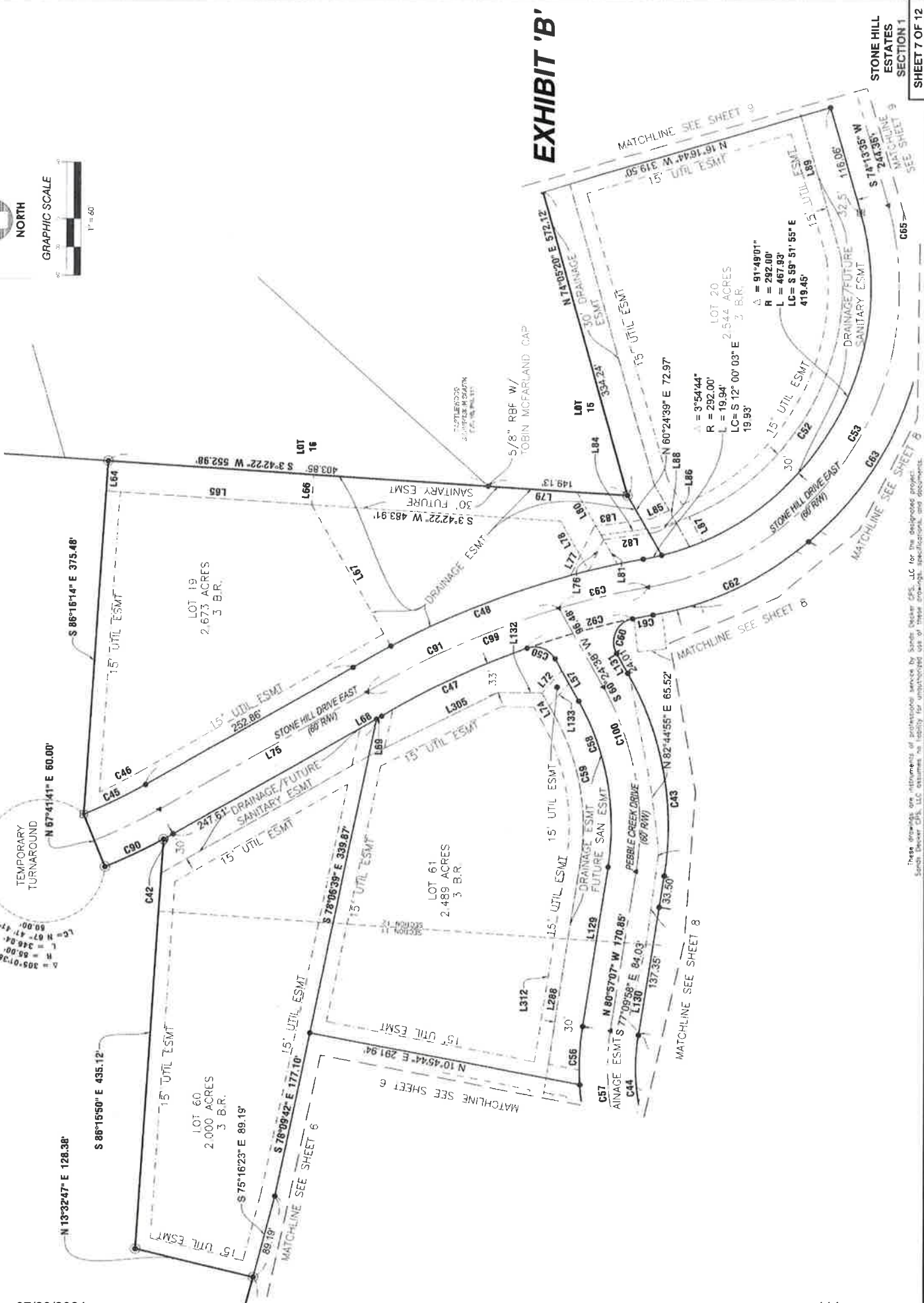


EXHIBIT 'B'

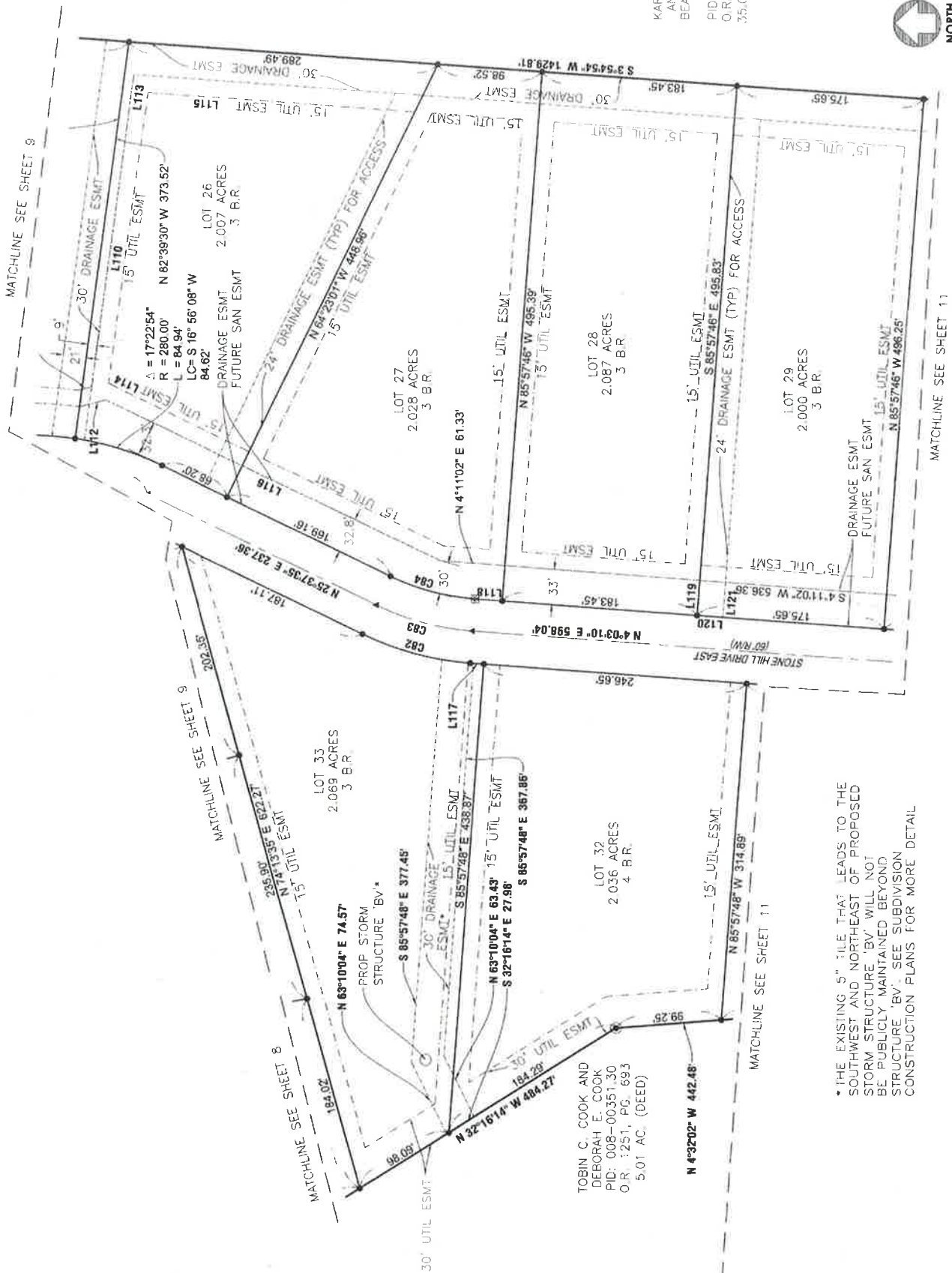
STONE HILL
ESTATES
SECTION 1
SHEET 7 OF 12

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STONE HILL ESTATES SECTION 1

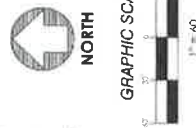
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12

07/23/2024



* THE EXISTING 5" TILE THAT LEADS TO THE
SOUTHWEST AND NORTHEAST OF PROPOSED
STORM STRUCTURE 'BV' WILL NOT
BE PUBLICLY MAINTAINED BEYOND
STRUCTURE 'BV'. SEE SUBDIVISION
CONSTRUCTION PLANS FOR MORE DETAIL

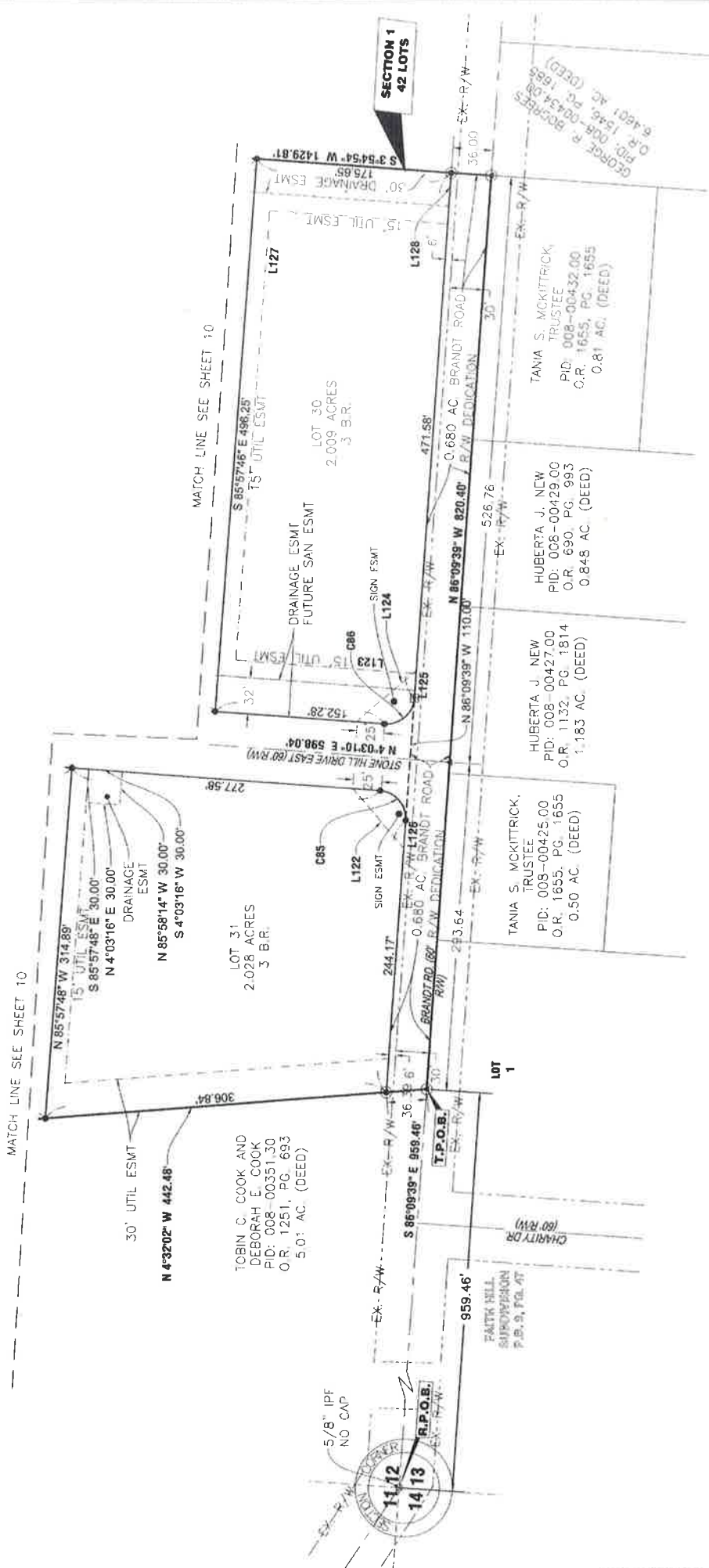
KARYN (LAMB) REIS
AND MICHELLE L.
BEATY AND EDWARD
B. LAMB, II
PID: 008-00380.00
O.R. 1636, PG. 647
35.07 AC. (AUDITOR)



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STONE HILL ESTATES SECTION 1
STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM
TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12

07/23/2024



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STONE HILL ESTATES SECTION 1

STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF BLOOM TOWNSHIP 14N, RANGE 20W, SECTIONS 11 & 12

Table with 3 columns: Line #, Length, Direction. Contains survey data for lines L1 through L50.

Table with 3 columns: Line #, Length, Direction. Contains survey data for lines L51 through L100.

Table with 3 columns: Line #, Length, Direction. Contains survey data for lines L101 through L366.

Curve Table with columns: Curve #, Arc Length, Radius, Chord Bearing, Chord Length, Delta. Contains data for curves C1 through C99.

Curve Table with columns: Curve #, Arc Length, Radius, Chord Bearing, Chord Length, Delta. Contains data for curves C56 through C99.

Exhibit "C"
Stone Hill Estates
Description of Maintenance District:
161.437 Acres

Lot #	Lot Ac.	Parcel #	Lot Assessment Ratio "A"	Street Assessment Ratio "B"	Total Lot Assessment Ratio (Ratio A+Ratio B)	3.33% of Initial Construction Cost over 8 years (20%) (0.20/8) x \$2,138,629.00	Annual Lot Assessment
			Lot Ac. / 161.437Ac.	15.587(Street & Open Space Ac) / 161.437(Total Ac) / 66 (Total Lots)			
1	2.000		0.01239	0.00146	0.01385	\$53,465.73	\$740.59
2	2.000		0.01239	0.00146	0.01385	\$53,465.73	\$740.59
3	2.000		0.01239	0.00146	0.01385	\$53,465.73	\$740.59
4	2.001		0.01239	0.00146	0.01386	\$53,465.73	\$740.92
5	2.024		0.01254	0.00146	0.01400	\$53,465.73	\$748.54
19	2.673		0.01656	0.00146	0.01802	\$53,465.73	\$963.48
20	2.544		0.01576	0.00146	0.01722	\$53,465.73	\$920.75
21	2.006		0.01243	0.00146	0.01389	\$53,465.73	\$742.57
22	2.037		0.01262	0.00146	0.01408	\$53,465.73	\$752.84
23	2.003		0.01241	0.00146	0.01387	\$53,465.73	\$741.58
24	2.081		0.01289	0.00146	0.01435	\$53,465.73	\$767.41
25	2.075		0.01285	0.00146	0.01432	\$53,465.73	\$765.43
26	2.007		0.01243	0.00146	0.01389	\$53,465.73	\$742.91
27	2.028		0.01256	0.00146	0.01403	\$53,465.73	\$749.86
28	2.087		0.01293	0.00146	0.01439	\$53,465.73	\$769.40
29	2.000		0.01239	0.00146	0.01385	\$53,465.73	\$740.59
30	2.009		0.01244	0.00146	0.01391	\$53,465.73	\$743.57
31	2.028		0.01256	0.00146	0.01403	\$53,465.73	\$749.86
32	2.036		0.01261	0.00146	0.01407	\$53,465.73	\$752.51
33	2.069		0.01282	0.00146	0.01428	\$53,465.73	\$763.44
34	2.331		0.01444	0.00146	0.01590	\$53,465.73	\$850.21
35	2.015		0.01248	0.00146	0.01394	\$53,465.73	\$745.56
36	2.097		0.01299	0.00146	0.01445	\$53,465.73	\$772.71
37	2.053		0.01272	0.00146	0.01418	\$53,465.73	\$758.14
38	4.243		0.02628	0.00146	0.02775	\$53,465.73	\$1,483.44
39	2.825		0.01750	0.00146	0.01896	\$53,465.73	\$1,013.82
40	2.057		0.01274	0.00146	0.01420	\$53,465.73	\$759.47
41	2.010		0.01245	0.00146	0.01391	\$53,465.73	\$743.90
42	2.034		0.01260	0.00146	0.01406	\$53,465.73	\$751.85
43	2.978		0.01845	0.00146	0.01991	\$53,465.73	\$1,064.49
44	2.070		0.01282	0.00146	0.01429	\$53,465.73	\$763.77
45	2.103		0.01303	0.00146	0.01449	\$53,465.73	\$774.70
46	2.025		0.01254	0.00146	0.01401	\$53,465.73	\$748.87
47	2.004		0.01241	0.00146	0.01388	\$53,465.73	\$741.91
48	2.512		0.01556	0.00146	0.01702	\$53,465.73	\$910.16
60	2.000		0.01239	0.00146	0.01385	\$53,465.73	\$740.59
61	2.489		0.01542	0.00146	0.01688	\$53,465.73	\$902.54
62	3.162		0.01959	0.00146	0.02105	\$53,465.73	\$1,125.43
63	2.076		0.01286	0.00146	0.01432	\$53,465.73	\$765.76
64	2.257		0.01398	0.00146	0.01544	\$53,465.73	\$825.70
65	2.071		0.01283	0.00146	0.01429	\$53,465.73	\$764.10
66	2.137		0.01324	0.00146	0.01470	\$53,465.73	\$785.96
Subdiv. Streets	9.445						
Brandt Road	1.131						
Future Streets	5.011						
Future Lots	52.593		0.32578	0.03511	0.36089	\$53,465.73	\$19,295.25
TOTAL	161.437		0.90345	0.09655	1.00000	\$53,465.73	\$53,465.76



EXHIBIT 'D'

ENGINEER'S ESTIMATE

- SD Phase
- DD Phase
- CD Phase
- Preliminary

Prepared By: ADD/JSS

Date: 2-May

Project Name: **Stone Hill Estates - Drainage Improvements**
 Client: **Price Seaton**
 Location of Project: **Brandt Rd, Bloom Township, Fairfield County**
 Project No: **3720**

Item	Description	Quantity	Unit	Unit Price	Price
601	Rock Channel Protection, Type B w/ Filter	155	CY	\$99.76	\$15,463
601	Rock Channel Protection, Type C w/ Filter	53	CY	\$113.71	\$6,027
601	Rock Channel Protection, Type D w/ Filter (Overflow Weirs)	246	CY	\$122.63	\$30,167
605	4" Pavement Underdrains & Outlets	22,800	LF	\$18.62	\$424,536
609	6" Perf. Underdrains	24,750	LF	\$12.81	\$317,048
611	6" Conduit, 707.33, Type C	552	LF	\$40.93	\$22,593
611	8" Conduit, 707.33, Type B	302	LF	\$72.29	\$21,832
611	8" Conduit, 707.33, Type C	3,315	LF	\$46.57	\$154,380
611	12" Conduit, 707.33, Type B	458	LF	\$84.62	\$38,756
611	12" Conduit, 707.33, Type C	4,687	LF	\$62.64	\$293,594
611	15" Conduit, 707.33, Type C	97	LF	\$77.42	\$7,510
611	24" Conduit, 707.33, Type B	78	LF	\$169.96	\$13,257
611	24" Conduit, 707.33, Type C	1,897	LF	\$97.45	\$184,863
611	30" Conduit, 706.02, Type A	166	LF	\$192.33	\$31,927
611	30" Conduit, 707.33, Type C	1,057	LF	\$147.11	\$155,495
611	36" Conduit, 707.33, Type B	186	LF	\$200.65	\$37,321
611	36" Conduit, 707.33, Type C	2,001	LF	\$135.57	\$271,276
611	5'x6' Box Culvert, Type A	220	LF	\$1,450.00	\$319,000
611	4'x8' Box Culvert, Type A	94	LF	\$1,010.00	\$94,940
611	Manhole (No. 3)	49	EACH	\$5,182.00	\$253,918
611	Headwall 1.1	30	EACH	\$2,000.00	\$60,000
611	Catch Basin (2-2A)	4	EACH	\$2,224.17	\$8,897
611	Catch Basin (2-3)	10	EACH	\$2,818.00	\$28,180
611	Catch Basin (2-4)	18	EACH	\$3,002.00	\$54,036
671	Erosion Control Turf Matting	17,859	SY	\$12.00	\$214,308
Spec	Sediment Trap	2	EACH	\$600.00	\$1,200
Spec	Faircloth Skimmer	6	EACH	\$1,380.00	\$8,280
Spec	Outlet Control Device	6	EACH	\$200.00	\$1,200
Spec	Cleanout Connection per Detail	2	EACH	\$1,000.00	\$2,000
Spec	6" Inspection Port Riser	30	EACH	\$1,000.00	\$30,000
Spec	Cleanout	2	EACH	\$1,000.00	\$2,000

~~Subtotal: \$3,104,001~~

\$2,138,629.00

Total Estimate of Construction Costs: ~~\$3,104,001~~



J. Scott Sands

Item numbers refer to the current State of Ohio Department of Transportation Construction & Material Specifications, including all supplements thereto.

Since the Engineer has no control over the cost of materials, labor, or equipment, or over the market factors that affect construction prices in general, this Engineer's Estimate is not warranted or guaranteed to be accurate.

WAIVER OF NOTICE OF PUBLIC MEETING

We, the undersigned, being all the owners affected by the Request for Maintenance Agreement which has been submitted by us on behalf of the Stone Hill Estates, hereby waive the holding of said public meeting since there are no other owners to object to said assessment, and hereby request that the said Maintenance Fund be immediately enacted.

[Signature]

(Owner)

[Signature]

(Owner)

STATE OF OHIO, FAIRFIELD COUNTY, ss.

Before me, a notary public in and for said county and state, personally appeared Greg G. Miller & Nancy L. Miller who acknowledged that he/she/they did sign the foregoing instrument and that same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at London, OH this 23 day of May, 2024.

[Signature]
Notary Public



ROBERT O. DERN
Attorney At Law
Notary Public, State of Ohio
My comm. has no expiration date
Sec. 147.03 R.C.

This instrument was prepared by:

Self prepared

WAIVER OF NOTICE OF PUBLIC MEETING

We, the undersigned, being all the owners affected by the Request for Maintenance Agreement which has been submitted by us on behalf of the Stone Hill Estates, hereby waive the holding of said public meeting since there are no other owners to object to said assessment, and hereby request that the said Maintenance Fund be immediately enacted.

John A. Evans
(Owner)

Martha S. Evans
(Owner)

STATE OF OHIO, FAIRFIELD COUNTY, ss.

Before me, a notary public in and for said county and state, personally appeared John A. Evans Martha S. Evans who acknowledged that he/she/they did sign the foregoing instrument and that same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at London, Ohio this 28th day of May, 2024.



ROBERT O. DERN
Attorney At Law
Notary Public, State of Ohio
My comm. has no expiration date
Sec. 147.03 R.C.

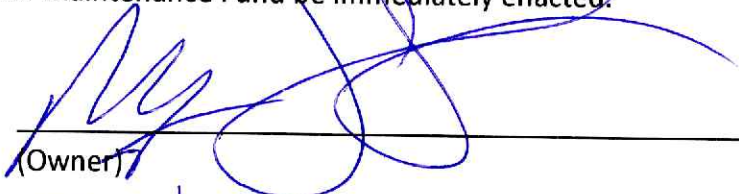
Robert O. DERN
Notary Public

This instrument was prepared by:


Stone Hill Estates

WAIVER OF NOTICE OF PUBLIC MEETING

We, the undersigned, being all the owners affected by the Request for Maintenance Agreement which has been submitted by us on behalf of Stone Hill Estates, hereby waive the holding of said public meeting since there are no other owners to object to said assessment, and hereby request that said Maintenance Fund be immediately enacted.



(Owner)



(Owner)

STATE OF OHIO, FAIRFIELD COUNTY, ss.

Before me, a notary public in and for said county and state, personally appeared Monty Spires and Pamela Spires who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Lancaster, Ohio, on this 28th day of May, 2024.



ANNA E. DITTOE
Notary Public, State of Ohio
My Commission Expires

6/3/2028



Notary Public – State of Ohio

This instrument was prepared by:

Stone Hill Estates

WAIVER OF NOTICE OF PUBLIC MEETING

We, the undersigned, being all the owners affected by the Request for Maintenance Agreement which has been submitted by us on behalf of the Stone Hill Estates, hereby waive the holding of said public meeting since there are no other owners to object to said assessment, and hereby request that the said Maintenance Fund be immediately enacted.

Robert L. O'Leary
(Owner)
Angela Chenipko
(Owner)

STATE OF OHIO, FAIRFIELD COUNTY, ss.

Before me, a notary public in and for said county and state, personally appeared Robert & Angela Chenipko who acknowledged that he/she/they did sign the foregoing instrument and that same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus OH this 20th day of May, 2024.

Ashley Dominguez
Notary Public

This instrument was prepared by:



ASHLEY DOMINGUEZ
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
08-12-2027

Signature Page

Resolution No. 2024-07.23.i

A resolution to Establish a Drainage Maintenance District for the Stone Hill Estates subdivision.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Lancaster Board of Education

WHEREAS, The Fairfield County Sheriff's Office is requesting approval of a service agreement with the Lancaster Board of Education; and

WHEREAS, the purpose of the service agreement is for the continuation of the County to provide personnel and equipment necessary to perform policing servicing; and

WHEREAS, this agreement shall be effective August, 2024 through July, 2025.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached service agreement with the Lancaster Board of Education.

Prepared by: Elisa Dowdy
cc: Elisa Dowdy – Civil/Fiscal Supervisor

CONTRACT FOR SECURITY SERVICES OF FAIRFIELD COUNTY SHERIFF

This Contract is made pursuant to the laws of the State of Ohio, by and between the Sheriff of Fairfield County, Ohio ("Sheriff"), jointly with the Board of Fairfield County Commissioners ("County Commissioners"), and the Lancaster Board of Education ("School Board").

WHEREAS, the School Board wants to provide security officer services at Lancaster High School, General Sherman, and Thomas Ewing; and

WHEREAS, the School Board has determined that security services are beneficial to the students and the staff at Lancaster High School, General Sherman, and Thomas Ewing; and

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, the Sheriff and County Commissioners may jointly enter into a contract with the School Board to render any police service to the contracting School Board; and

WHEREAS, the Sheriff, County Commissioners, and the School Board, pursuant to Section 311.29 of the Ohio Revised Code, desire to enter into such an agreement,

NOW, THEREFORE, the Sheriff, County Commissioners, and the School Board agree as follows:

1. The Sheriff will provide three (3) eight (8) hour a day, forty (40) hours a week, for 186 working days during the school year, line patrol units to the Lancaster High School, General Sherman, and Thomas Ewing. Two (2) of the three (3) law enforcement officers will rotate between their assigned building and the one (1) preschool building and five (5) elementary buildings at randomized times on a weekly basis. At least one visit per assigned buildings will be required per week. Said patrol units will consist of three (3) Deputies who will man this patrol service exclusively to the School Board to keep the peace, protect the property and perform other necessary police functions, as determined exclusively by the Sheriff, within the boundaries of the school district.
2. The Sheriff will provide suitable vehicles for this patrol service, outfitted with appropriate equipment.
3. These Sheriff Deputies will provide traffic control services at Lancaster High School at the end of the student school days during the 2024-2025 school year. Specifically, the Sheriff will provide one (1) qualified employee for a thirty (30) minute period each day to direct traffic at the intersection of Fair Avenue and Arbor Valley Drive. And one (1) qualified employee for a thirty (30) minute period each day to direct traffic at the intersection at the LHS parking lot.
4. The Sheriff will provide building security inspections for all Lancaster City School District property for 114 designated days (weekends and holidays 7/1/24-6/30/25), for a total of three (3) hours per day.
5. The School Board will pay to the Fairfield County Treasurer for credit to the "Sheriff's Policing Revolving Fund" the following sums as consideration for services provided under this Agreement:

5.1. A base sum of two hundred seventy-five thousand, one hundred one dollars and twenty-nine cents (\$275,101.29) for non-overtime services provided pursuant to this contract and costs incurred by the Sheriff of Fairfield County.

5.1.1. The School Board will pay this sum based upon the following schedule. The School Board will make all payments when the invoice is received for each month:

August 2024: \$22,925.11
September 2024: \$22,925.11
October 2024: \$22,925.11
November 2024: \$22,925.11
December 2024: \$22,925.11
January 2025: \$22,925.11
February 2025: \$22,925.11
March 2025: \$22,925.11
April 2025: \$22,925.11
May 2025: \$22,925.11
June 2025: \$22,925.11
July 2025: \$22,925.08

5.2. The cost of overtime incurred at the existing wage rates in accordance with the Sheriff's Office policy. This cost shall be an amount equal to the number of overtime hours worked multiplied by the existing overtime wage rate as set out in the Deputies' contract that is in effect at the time that the overtime hours are worked.

5.2.1. Starting in September 2024, and continuing through August 2025, the Sheriff will submit invoices to the School Board by the 10th day of each month indicating the cost of overtime incurred in the previous calendar month. The School Board will pay said invoices within 30 days following receipt of the invoice.

6. The Deputies and equipment hereby under contract will, at all times, be under direct supervision of the Sheriff, and subject to the rules, regulations and policies of the Office of the Sheriff, the laws of the State of Ohio and the United States Government. It is mutually agreed that the specific duties of the Deputies will be formulated by the Superintendent of Schools or his designee subject to the final approval of the Sheriff, so as to most effectively cope with the security needs of the school district.

7. The hours of service of the Deputies under terms of this contract shall be established by mutual agreement between the contracting parties based on the above stated security needs.

8. The contract period for the deputies to work will commence on or around August 15, 2024 and terminate on or around May 30, 2025.

9. This agreement may be terminated by either party serving thirty (30) days advance written notice of cancellation upon the other party ("Cancellation Notification Period"). The Agreement will terminate on the last day of the month in which the Cancellation Notification Period ends. In the event of such termination, the School Board will pay all

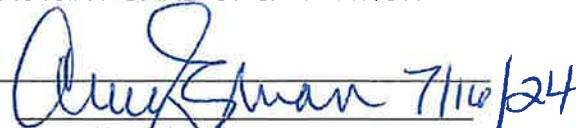
payments under Section 2.1.1 of this agreement up to and including the month of termination, and all costs incurred under section 2.2 up to and including costs incurred during the month of termination.

10. The parties consent to the exclusive jurisdiction of the Fairfield County Court of Common Pleas in any suit or proceeding based on or arising under this Agreement and irrevocably agree that all claims in respect of such suit or proceeding may be determined in said Court.
11. This agreement may not be assigned by any party.
12. Time is of the essence in the performance of the terms of this Agreement with respect to the payments made under Section 2 of this Agreement.
13. The parties represent that all actions necessary to the execution of this agreement have been taken in accordance with law, and that the signatories below have full authority to execute this Agreement.

IN CONSIDERATION WHEREOF, the signature of the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated

LANCASTER BOARD OF EDUCATION


FAIRFIELD COUNTY SHERIFF



Amy Eyman, President Date



Alex Lape, Sheriff Date



Julie Taylor, Treasurer Date

BOARD OF FAIRFIELD COUNTY
COMMISSIONERS

Steve Davis, Commissioner

Jeff Fix, Commissioner

David Levacy, Commissioner

Signature Page

Resolution No. 2024-07.23.j

A resolution authorizing the approval of a service agreement by and between
Fairfield County Sheriff's Office and the Lancaster Board of Education

(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 to approve the purchasing of a gun by a retiring officer.

WHEREAS, the Fairfield County Sheriff's Office purchased a gun for Deputy Kelli Stats for the purpose of law enforcement (Glock Model 43 Serial #AGMN914); and

WHEREAS, Deputy Stats retires effective August 31, 2024; and

WHEREAS, Deputy Stats would like to take possession of said weapon;

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

Section 1. That the Fairfield County Board of Commissioners approve giving Deputy Kelli Stats said weapon for \$1.

Prepared by: Elisa Dowdy
cc: Angel Horn - Finance

Signature Page

Resolution No. 2024-07.23.k

A resolution to approve the purchasing of a gun by a retiring officer
(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 to Approve an Application for the Standard 2024 Certifications and Assurances for the Ohio Department of Transportation (ODOT) Office of Transit and Lancaster Fairfield Transit and the Fairfield County Board of Commissioners

WHEREAS, the Standard 2024 Certifications and Assurances from the ODOT Department of Transit must be executed for ODOT to award Federal and State assistance; and

WHEREAS, Lancaster Fairfield Transit wishes to comply with all certifications and assurances, and Federal laws and regulations, to obtain Federal and State assistance; and

WHEREAS, the ODOT Office of Transit 2024 Certifications and Assurances are attached to this resolution as supplemental documentation; and

WHEREAS, an attorney from the Fairfield County Prosecutor’s Office has read, affirmed, and signed the application.

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 an application for the 2024 Certifications and Assurances for the Ohio Department of Transportation (ODOT) Office of Transit and Lancaster Fairfield Transit and the Fairfield County Board of Commissioners; and that the President of the Fairfield County Board of Commissioners signs said application.

Section 2. Upon passage of this resolution, the Lancaster Fairfield Transit Director will submit the 2024 Certifications and Assurances to the Ohio Department of Transportation Office of Transit.

2024 Certifications and Assurances

This package includes the following:

- ❖ **Standard Certifications and Assurances**
- ❖ **Certifications and Assurances Signature Page**
- ❖ **Affirmation of Applicant's Attorney**
- ❖ **Section 5333 (b) Warranty**
- ❖ **Offshore Executive Order**
- ❖ **Rural Transit Certification – Third Party Service Provider**
- ❖ **Use of Project Facilities / Relocation**

**OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT**

April 2024

STANDARD 2024 CERTIFICATIONS AND ASSURANCES

Each Applicant for Federal and State assistance must comply with all certifications and assurances. The Ohio Department of Transportation (ODOT) will not award any Federal or State assistance until the Applicant provides assurance of compliance on the Signature Page at the end of this document.

I. AUTHORITY OF APPLICANT AND ITS REPRESENTATIVE (OPINION OF LEGAL COUNSEL)

The authorized representative of the Applicant and legal counsel who sign these certifications, assurances, and agreements attest that both the Applicant and its authorized representative have adequate authority under state and local law and the by-laws or internal rules of the Applicant organization to:

1. Execute and file the proposal for Federal assistance on behalf of the Applicant,
2. Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant, and
3. Execute grant and cooperative agreements with ODOT and on behalf of the Applicant.
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

II. STANDARD FEDERAL AND STATE ASSURANCES

The Applicant certifies that:

1. It has the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of its Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Sub recipient to maintain equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan.
4. It will comply with all applicable state and federal laws, regulations and requirements in implementing its Award.
5. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for each Award, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement, or latest amendment thereto.
6. It recognizes that federal laws and regulations may be amended from time to time and those amendments may affect implementation of its Award.
7. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

8. It agrees that the most recent state and federal laws, regulations, and guidance will apply to its Award, except as FTA determines otherwise in writing.
9. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated.

III. INTERGOVERNMENTAL REVIEW ASSURANCE

The Applicant certifies that each proposal for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies in accordance with applicable state requirements. The Applicant also assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

IV. SUSPENSION AND DEBARMENT CERTIFICATION

The Applicant assures that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Sub recipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified.
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - c. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA.
 - f. It will treat each lower tier contract or lower tier subcontract under its

Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a federal official.
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Award is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in any federally assisted Award,
 - (b) Suspended from participation in any federally funded Award,
 - (c) Proposed for debarment from participation in any federally assisted Award,
 - (d) Declared ineligible to participate in any federally assisted Award,
 - (e) Voluntarily excluded from participation in any federally assisted Award, or
 - (f) Disqualified from participation in any federally funded Award.
3. The Applicant will provide a written explanation if it or any of its principals, including any of its first tier Sub recipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this certification

V. CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT, 2021, AND CARES ACT FUNDING

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

VI. AMERICAN RESCUE PLAN ACT FUNDING

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees

VII. DRUG-FREE WORKPLACE AGREEMENT

As required by U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), "49 CFR part 32, Subpart B, and as modified by 41 U.S.C. 701 the Applicant agrees that it will provide a drug-free workplace by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying actions that will be taken against its employees for violation of that prohibition;
2. Establishing an ongoing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. Its policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each of its employees to be engaged in the performance or implementation of the grant agreement or cooperative agreement be given a copy of the statement required by paragraph (1) of this certification;
4. Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant agreement or cooperative agreement, the employee will be required to:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer (Applicant) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction;
5. Notifying FTA in writing, within ten (10) calendar days after receiving notice required by paragraph (4)(b) above from an employee or otherwise receiving actual notice of that conviction; the Applicant, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, and that notice shall include the identification number(s) of each affected grant agreement or cooperative agreement;
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (4)(b) of this agreement with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through

implementation of paragraphs (1), (2), (3), (4), (5), and (6) of this agreement. The Applicant agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted and make that list readily accessible to FTA.

VIII. ALCOHOL AND CONTROLLED SUBSTANCES TESTING

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification.

The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83. The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

IX. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

In accordance with 49 CFR 26.13(a), the Recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26. The Recipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub agreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT will be incorporated by reference and made part of the grant agreement or cooperative agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Recipient, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq.

X. CERTIFICATIONS AND ASSURANCES REQUIRED BY THE U.S. OFFICE OF MANAGEMENT AND BUDGET

The assurances in this category are consistent with the assurances required in the U.S. OMB SF-424B and SF-424D and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* The Applicant certifies that:

- a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
 - (1) Legal authority to apply for Federal funding,

- (2) Institutional capability,
 - (3) Managerial capability, and
 - (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost).
- b. It will give limited access and the right to examine Project-related materials to entities or individuals, as required, including, but not limited to the:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) State of Ohio, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest, or personal gain, or
 - (2) The appearance of a personal or organizational conflict of interest or personal gain,

2. *Project Specifics.* The Applicant certifies that:

- a. Following receipt of an FTA award, it will begin and complete Project work within the period of performance that applies.,
- b. For FTA funded construction Projects:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
 - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
 - (5) It will not alter the site of the FTA funded construction Project or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
- c. It will furnish progress reports and other information as FTA or the State of Ohio may require.

3. *Statutory and Regulatory requirements.* The Applicant certifies that:

- a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:

- (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
 - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
 - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:
- (1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and
 - (2) It has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.

- (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - (1) Displaced families or individuals, and
 - (2) Displaced Partnerships, corporations, or associations.
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
 - 1 Families and individuals, and
 - 2 Partnerships, corporations, or associations.
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631.
 - (h) It will execute the necessary implementing amendments to FTA funded third party contracts and sub agreements,
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third-party contract or sub agreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
 - d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
 - e. It will, to the extent applicable, comply with the labor standards and protections for federally funded Projects of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and

- (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note.
 - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note.
 - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465.
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q.
 - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544.
 - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303.
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287.
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469cand
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note.
- g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funding:
- (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building.

- i. Comply with, and assure that its Sub recipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
 - (1) Participating in the Federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- j. Comply with:
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7328, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply.

- k. Perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
 - (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
 - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT.

- l. Comply with all other Federal laws or regulations that apply.

- m. Follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

XI. PUBLIC HEARING CERTIFICATION FOR A CAPITAL PROJECT THAT WILL SUBSTANTIALLY AFFECT A COMMUNITY OR ITS TRANSIT SERVICE

As required by 49 U.S.C. 5323(b), the Applicant assures that it has, or before executing its contract with ODOT will have:

1. Provided an adequate opportunity for public review and comment on the proposed project;
2. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
3. Considered the economic, social, and environmental effects of the proposed project; and
4. Determined that the proposed project is consistent with official plans for developing the community.

XII. NONDISCRIMINATION ASSURANCE (TITLE VI)

The Applicant certifies that:

Federal Requirements: During the performance of this Agreement, the APPLICANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "APPLICANT") agrees as follows:

1. The APPLICANT will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The APPLICANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The APPLICANT will, in all solicitations or advertisements for employees placed by or on behalf of the APPLICANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
3. The APPLICANT agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the COMPANY's compliance with Title VI.
4. Compliance with Regulations: The APPLICANT (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. Non-discrimination: The APPLICANT, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. The APPLICANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the APPLICANT for work to be performed under a sub-contractor, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the APPLICANT of the APPLICANT's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

7. Information and Reports: The APPLICANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a APPLICANT is in the exclusive possession of another who fails or refuses to furnish this information, the APPLICANT will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of a APPLICANT'S noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the APPLICANT under the Agreement until the APPLICANT complies; and/or
 - b. cancelling, terminating, or suspending a control, in whole or in part.
9. Incorporation of Provisions: The APPLICANT will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The APPLICANT will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the APPLICANT becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the APPLICANT may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the APPLICANT may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contact, the APPLICANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "APPLICANT," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and APPLICANT'S, whether such programs or activities are Federally funded or not)

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
 - The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
 - Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
 - Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
 - Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
 - Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 et seq.)
11. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
- a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - e. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be imposed.
12. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing.
13. As required by 49 CFR 21.7:
- a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
 - (1) It conducts each Project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates its Project facilities, including:
 - (a) Its entire facilities, and

- (b) Its facilities operated in connection with its Project.
- b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project.
- c. It will promptly take the necessary actions to carry out this assurance, including:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the Federal funding is extended, and
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit laws, 49 U.S.C. 5332.
- g. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third-Party Participant, including any:
 - (1) Sub recipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third-party agreement, including each:
 - (1) Sub agreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement, and

- j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal funding is extended to its Project,
 - (2) Its Project property is used for a purpose for which the Federal funding is extended,
 - (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
 - (4) It retains ownership or possession of its Project property, or
 - (5) FTA may otherwise determine in writing.
14. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:
- a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group 1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in or obtain any benefit from any FTA administered program, and
 - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

XIII. ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY (SPECIAL EFFORTS)

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant certifies that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant certifies that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

XIV. LIMITED ENGLISH PROFICIENCY (LEP)

Applicants shall comply with DOJ regulations implementing Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* (Title VI), recipients of Federal financial assistance have a responsibility

to ensure meaningful access to their programs and activities by persons with limited English proficiency (LEP). See 28 CFR 42.104(b)(2). Executive Order 13166, reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that extends assistance subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in DOJ Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons with Limited English Proficiency." See 65 FR 50123 (August 16, 2000).

XV. PROCUREMENT COMPLIANCE

The Applicant assures that its procurements and procurement system will comply with all applicable Federal laws, regulations and requirements in accordance with FTA directives and federal guidance including FTA Circular 4220.1F, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Applicant assures that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each sub recipient and each contractor will also include in its sub agreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

XVI. LOBBYING CERTIFICATION

The Applicant certifies that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:

- (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee.
 - c. It will include the language of this Certification in the award documents for all sub awards at all tiers, including, but not limited to:
 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Sub agreements, and
 - (4) Other third party agreements under a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
3. It understands that:
- a. This Certification is a material representation of fact that the Federal government relies on, and
 - b. It must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. PRIVATE PROPERTY PROTECTIONS

To facilitate FTA’s ability to make the findings required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

- 1. It has or will have:
 - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under State or local laws to the company for any franchise or property acquired.
- 2. It has completed the actions described in Group 4.A.1 of this Certification before it:
 - a. Acquires the property or an interest in the property of a private provider of public transportation, or
 - b. Operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

XVIII. CERTIFICATION OF PRE-AWARD AND POST-DELIVERY ROLLING STOCK REVIEWS

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, “Pre-Award and Post-

Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

XIX. BUS TESTING

The Applicant certifies that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
 - a. 49 U.S.C. 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318.
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
 - (1) That bus has been tested at FTA’s bus testing facility, and
 - (2) That bus has received a test report prepared on that new bus model, and
 - b. It will not authorize final acceptance of the bus until:
 - (1) The bus has been tested at FTA’s bus testing facility, and
 - (2) It has received a copy of the test report prepared on that new bus model.
3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards.
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

XX. CHARTER SERVICE AGREEMENT

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, “Charter Service,” 49 CFR part 604, specifically 49 CFR 604.4, the Applicant enters into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:

- a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted.

- b. FTA's charter service restrictions extend to:
 - (1) The Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. 133 or 142, or
 - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
 - (2) Any Third-Party Participant that receives Federal funding derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. 133 or 142, or
 - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted.

- c. A Third-Party Participant includes any:
 - (1) Sub recipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any Tier, and
 - (4) Other Third Party Participant in its Project.

- d. Applicant agrees that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
 - (3) Any other Federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing,

- e. Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

- f. Applicant agrees that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:

- (a) Barring it or any Third-Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
 - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
2. In addition to the exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
- a. FTA's Charter Service restrictions do not apply to the Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5310, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to the Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

XXI. SCHOOL BUS AGREEMENT

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant is entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. 133 or 142, or
 - c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 2. FTA's school bus operations restrictions extend to:
 - a. the Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
 - b. Any Third-Party Participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or

- (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
3. A Third-Party Participant includes any:
 - a. Sub recipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in the Project,
 4. The Applicant agrees, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
 - c. Any other Federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing,
 5. The Applicant agrees that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
 6. The Applicant agrees that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar the Applicant or Third Party Participant from receiving further Federal transit funds, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

XXII. DEMAND RESPONSIVE CERTIFICATION

Before FTA may provide federal assistance for an award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, the Applicant must provide the Demand Responsive Service Certification, in addition to other Certifications and Assurances, except as FTA determines in writing.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d). The Applicant certifies that:

1. It offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

XXIII. INTELLIGENT TRANSPORTATION SYSTEMS

The Applicant:

1. Understands that, as used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assures that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

XXIV. ACQUISITION OF CAPITAL ASSETS BY LEASE

As required by FTA regulations, "Capital Leases," 49 CFR part 5309, to the extent consistent with the FAST Act, if the Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, the Applicant certifies that it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

XXV. INTEREST AND OTHER FINANCING COSTS

The Applicant certifies that:

1. It will not seek reimbursement for interest or other financing costs unless:
 - a. It is eligible to receive Federal funding for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require.
2. It will comply with the same favorable financing cost provisions for:
 - a. Urbanized Area Formula Grants Projects,
 - b. Projects under Full Funding Grant Agreements,
 - c. Projects with Early Systems Work Agreements,
 - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
 - e. State of Good Repair Projects,
 - f. Bus and Bus Facilities Projects, and
 - g. Low or No Emission Vehicle Development Projects,
 - h. Any program that must comply with the requirements of 49 USC 5307 or
 - l Any other programs FTA may specify

XXVI. CONSTRUCTION HIRING PREFERENCES

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-

11, in connection with any third-party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b), the Applicant certifies that:

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third-party contract requires resides in the jurisdiction where the work will be performed;
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

XXVII. TRANSIT ASSET MANAGEMENT CERTIFICATIONS

The Applicant and each of its Sub recipients will:

1. Follow the Federal guidance, when issued, that will implement the transit asset management provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing; and
2. Comply with the final Federal regulations that, when issued, will implement the transit asset management provisions of 49 U.S.C. § 5326.

XXVIII. PUBLIC TRANSPORTATION AGENCY SAFETY PLAN CERTIFICATIONS

The Applicant certifies that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

XXIX. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

Signature pages follow:

**OHIO DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT**

**CERTIFICATIONS AND ASSURANCES FOR
THE RURAL TRANSIT PROGRAM**

- SIGNATURE PAGE -

The Applicant agrees to comply with all requirements and assurances of Categories I – XXIX

(Name of Applicant)

(Name & Title of Authorizing Representative)

BY SIGNING BELOW, I, (Name & Title of Authorizing Representative), on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal and State statutes, regulations, executive orders, and administrative guidance required for each proposal it makes to the Federal Transit Administration (FTA) and the Ohio Department of Transportation (ODOT).

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA and ODOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Authorized Representative of Applicant

Date

AFFIRMATION OF APPLICANT'S ATTORNEY

For: _____
(Name of Applicant)

As the undersigned legal counsel for the above-named Applicant, I hereby affirm that the Applicant has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify ODOT and FTA promptly.

Applicant's Attorney: _____
(Please type)

Applicant's Attorney Signature

Date

Title

Attestant's Signature

Date

Title

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility
Projects

PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53

January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to

such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights,

lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be

considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of

the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal

allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for

one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the

employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee

protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

NONUNION PROTECTIVE ARRANGEMENT
PURSUANT TO SECTION 5333(B) OF TITLE 49 OF THE U.S. CODE
October 17, 2014

The term "Grantee" refers to the applicant for assistance; a "Recipient" as used herein, shall refer to any entity receiving transportation assistance under the grant. A Recipient may also act as the Grantee. The term "project" shall be deemed to cover and refer to the activities funded under the grant.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department's certification, between the Grantee and any Recipient. Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

(1) The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;

(2) All rights, privileges, and benefits (including collective bargaining rights and pension rights and benefits) of employees (including employees already retired) shall be preserved and continued. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer;

(3) The Recipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;

(4) In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Recipient shall provide or provide for such training or retraining at no cost to the employee;

(5) Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail 2 Passenger Service Act of 1970 on April 16, 1971.¹ An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

(6) In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Recipient, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;

(7) The Recipient agrees that any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of these terms and conditions which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of any party to the dispute to the Secretary of Labor who may appoint a staff member to serve as arbitrator and render a final and binding determination or may direct the parties to proceed to arbitration administered by the Federal Mediation and Conciliation Service, or a comparable private sector neutral arbitration organization. The arbitrator's award will be final and binding.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71);

(8) The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;

(9) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. § 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.

STATEMENT OF ACCEPTANCE OF THE
SPECIAL SECTION 5333(b) WARRANTY

All Applicants/Recipients must execute the following statement of acceptance:

The _____ and _____
(Applicant) (Recipient/Contract Provider if not Applicant)

Agree to make use of the Special Section 5333(b) Warranty developed for exclusive application to the Rural and Small Urban Transit Assistance Program – Section 5311 of the Federal Transit Act, as amended.

The Applicant and Recipient/Contract Provider agree to be bound by the terms and conditions of the Special Section 5333(b) Warranty for its pending Section 5311 assistance grant. This warranty shall become a part of any contract between ODOT and the applicant.

Signed by Applicant

Date

Signed by Recipient/Contract Provider

Date

(Address)

(Telephone #)

(Fax #)

(E-Mail Address)

NOTE: The Warranty is provided in **Appendix F** for review.

**** FTA requires that each sub-recipient post the Special Warranty with Attachments where affected employees may see it.**

SPECIAL SECTION 5333(b) WARRANTY
LIST OF PUBLIC TRANSPORTATION PROVIDERS & LABOR UNIONS

***If not applicable please indicate with 'N/A'**

This form must be completed by all Applicants/Recipients. If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Applicant: _____ Union Rep.: _____

Service Area Description: _____

___ Operating Assistance for FY _____

___ Capital Assistance to purchase _____

Recipients/Contract Providers

(if different than Applicant):

Union Representation (Union & Local #):

_____	_____
_____	_____
_____	_____
_____	_____

**Other Eligible Providers in
Applicant's Service Area:**

Union Representation (Union & Local #):

_____	_____
_____	_____
_____	_____
_____	_____

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States unless a duly signed waiver from the State has been attained. The Executive Order is attached and is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders>).

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Note: This Certificate is to be used in cases where the service is provided by a service provider.

RURAL TRANSIT CERTIFICATION - Third Party Service Provider

We, the undersigned representing _____
(Applicant)

and _____
(Service Provider)

hereinafter referred to as the Applicant and recipient, respectively, and have reviewed the "Special Section 5333(b) Warranty for Proposal to the Small Urban and Rural Program" and certify to the Ohio Department of Transportation that all its provisions will be posted and incorporated into any contract between the Applicant and Recipient which will expend funds received as a result of an proposal to the Ohio Department of Transportation under the Rural Transit Program.

Applicant's Signature

Date

Title

Provider's Signature

Date

Title

Attestant's Signature

Date

Title

USE OF PROJECT FACILITIES

It is understood that the grant agreement will contain provisions to assure the continued public interest use of the project facilities during their useful life and that in the event that such facilities are sold or otherwise devoted to another use during their useful life, the grantee will refund to the Federal and State Governments a proportionate share (based on the original funding ratio) of the sale price or fair market value of the facilities.

RELOCATION

This project does not require the displacement of families, individuals, business concerns, or nonprofit organizations as stated in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Authorized Official

Date

Title of Authorized Official

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve an Application for the Standard 2024 Certifications and Assurances for the Ohio Department of Transportation (ODOT) Office of Transit and Lancaster Fairfield Transit and the Fairfield County Board of Commissioners

(Fairfield County Transit)

Approved as to form on 7/16/2024 9:26:09 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-07.23.I

A Resolution to Approve an Application for the Standard 2024 Certifications and Assurances for the Ohio Department of Transportation (ODOT) Office of Transit and Lancaster Fairfield Transit and the Fairfield County Board of Commissioners

(Fairfield County Transit)

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 to appropriate from unappropriated into a major expense category, account to account transfer, and reduce appropriations within a major expenditure category for Grant Fund# 2908 for the Ohio Department of Transportation (ODOT) grant

WHEREAS, Public Transit’s SFY2025 ODOT grant budget needs adjustments for CY2024; and

WHEREAS, appropriate from unappropriated, account to account transfer & reducing appropriations within major expenditure object categories will allow the budget to be adjusted.

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

Section 1. Request that the Board of County Commissioners approve to appropriate from unappropriated in the following major object expense categories:

\$ 3,250 materials & supplies 12290839

Section 2. Request that the Fairfield County Auditor process the following account to account transfer within a major object expenditure category.

\$ 25,000 from: 12290812 contractual services
 To: 12290839 materials & supplies

Section 3. Request that the Board of Commissioners reduce the following major object expense category:

<\$12,500> 12290812 contractual services

Signature Page

Resolution No. 2024-07.23.m

A resolution approving to appropriate from unappropriated into a major expense category, account to account transfer, and reduce appropriations within a major expenditure category for Grant Fund# 2908 for the Ohio Department of Transition (ODOT) grant

(Fairfield County Transit)

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 July 25, 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

07/25/2024 to 07/25/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 COMMISSIONERS ADMIN									
Fund: 1001 - GENERAL FUND									
1585796	07/25/2024	81954	STEVEN A DAVIS	6/28/24	06/28/2024	24000061	C0723	TRAVEL REIMBURSEMENT	45.02
1585797	07/25/2024	82133	JEFF PORTER	7/9/24	07/09/2024	24000207	C0723	CFLP MEETINGS 6/28/24 DESSERT ITEMS FOR STATE OF THE COUNTY	795.00
Fund: 2876 - FISCAL RECOVERY (ARP)									
5405969	07/25/2024	12841	LAW GENERAL CONTRACTTING INC	5	07/15/2024	23004771	C0723	Airport sewer and water ARP Project	93,929.68
5405969	07/25/2024	12841	LAW GENERAL CONTRACTTING INC	5	07/15/2024	24003782	C0723	Airport sewer project	11,800.00
5405970	07/25/2024	18420	WALNUT CREEK SEWER DISTRICT	7/9/24	07/09/2024	23004987	C0723	WALNUT CREEK SEWER DISTRICT	271,273.42
TOTAL: COMMISSIONERS ADMIN									377,843.12

INVOICES BY DEPARTMENT

07/25/2024 to 07/25/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270			COMM-MAINTENANCE						
			Fund: 3897 - WORKFORCE STATE CAPITAL PROJ						
5405968	07/25/2024	12318	GUTKNECHT CONSTRUCTION COMPANY	6/30/24	06/30/2024	24003694	C0723	Workforce /OU Engineering Lab Alterations	605,318.00
TOTAL: COMM-MAINTENANCE									605,318.00

INVOICES BY DEPARTMENT

07/25/2024 to 07/25/2024

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: **\$983,161.12**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-07.23.n

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.

**HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER**



PRSR STD
ECRWSS
U.S. Postage
PAID
EDDM RETAIL



Protect Amanda Township

website: www.thissolarthing.org
email: protectamandatownship@gmail.com
Facebook group: Protect Amanda Township
Phone: Cheryl Kohler @ 740.207.3069

We Need **YOU** to attend one of the “This Solar Thing” Community Open Houses at Cedar Hill Calvary UMC

Thursday, July 25 6-8PM - Info presentation @ 7PM Eat @ *HOGS 'N' HUNNIES BBQ* Truck



Saturday, July 27 9-Noon - Info presentation @10:30AM

- The proposed 1700 acres Industrial Scale Solar Project is **NOT DEAD**.
- Learn about the process, the concerns, the experiences of people who have experienced living near Yellowbud, and **what YOU can do to help stop it!**
- We need every community member to attend!
- Bring your friends and family. We will have activities for the kids!
- Much more information is available on our website.

*****ECRWSS****

Local
Postal Customer

The proposed 1700-acre industrial plant in Amanda Township is *NOT DEAD!*

We **have** made progress in our fight to keep the proposed Carnation Solar project out of Amanda Township. Since we began this fight in April 2022:

- The Fairfield Regional Planning Commission changed their draft plan, **eliminating references to Industrial Solar and emphasizing saving agricultural land.**
- The Amanda Township Trustees sent a resolution to the county commissioners **requesting exclusionary zones.**
- The Fairfield County Commissioners **passed a resolution creating exclusionary zones in unincorporated areas of the county.**

However, **NGR is still moving forward.** They have indicated they will apply for permitting with the OPSB in late 2024.

We need everyone to attend one of our **This Solar Thing** Community Open Houses and support our cause. **We CAN win this fight, but we need YOUR HELP!**

Contact us and find more information at:

- For much more detailed information, go to: www.thissolarthing.org
- Sign up for emails, send questions to: protectamandatownship@gmail.com
- Follow our group, **Protect Amanda Township**, on Facebook.
- Call Cheryl Kohler @ 740.207.3069

The orange parcels have been leased to Carnation Solar, part of **National Grid Renewables**. Most of the 6 land owners who are leasing live outside of the project area.



https://www.co.fairfield.oh.us/auditor/pdf/County-CAUV_Solar2024_Feb.pdf

PROTECT AMANDA TOWNSHIP

Keep industrial solar off prime farmland.

We Need **YOU** to Please attend one of the **“This Solar Thing”**

Community Open Houses

Cedar Hill Calvary UMC
10485 Westfall Rd SW

Thursday, July 25 6-8PM

- Info presentation @ 7PM

Eat @ **HOGS 'N' HUNNIES BBQ** Truck

or

Saturday, July 27 9-Noon

Info presentation @10:30AM

~Learn about the process, the concerns, the experiences of people who have experienced living near Yellowbud, *and what YOU can do to help stop it!*

~We need every community member to attend!

~Bring your friends and family. We will have activities for the kids!

What will this mean for Amanda Township and its residents?

- **Property Values**-Home values will decrease. Studies show this is especially true with large Industrial Projects in rural residential, agricultural areas.
- **Disruption during construction**- Residents near the Yellowbud project (constructed by NGR) reported dust, flooding, and the sounds of posts being driven from sunrise to sunset. Large heavy trucks were constantly on the roads creating traffic, noise and damage.
- **Wildlife**- There is a pair of bald eagles that frequent the immediate area. A bobcat has also been sighted several times. Deer and other animals will not be able to cross these areas and may be forced to travel on the road, increasing the likelihood of accidents. Studies show disruptions to birds.
- **Agriculture**- Damage to field tiles and noxious weeds are just a few of the concerns for neighboring farms.
- **Loss of our beautiful, rural countryside**- We have chosen to live in this tranquil, beautiful area and have the right to fight to keep it as a rural, agricultural area, not an industrial one.

“They will turn my pleasant field into a desolate wasteland.”

Jeremiah 12: 10

07/23/2024

We need **YOU!**

It is vital that every citizen joins our cause!

- **Attend** one of the This Solar Thing open houses.
- **Keep yourself informed** by signing up to receive updates at protectamandatowship@gmail.com
- **Read and learn more** at www.thissolarthing.org
- **Contact your family, friends and neighbors.** Encourage them to attend one of the This Solar Thing open houses.
- **Display a “NO Industrial Solar on Prime Farmland” yard sign.**
- **Sign our NEW petition.** We have updated the petition and need current signatures so there are no challenges.

The communities that have won their fights against Industrial Solar have done so with support from their elected officials and with **overwhelming citizen involvement!**

FAQ

WHO is leasing the farmland?

National Grid Renewables has leased over 1700 acres of farmland from six landowners. Most of these landowners do not live in the project area.

WHAT about zoning?

The land is zoned restricted agricultural and agricultural/residential, but because this is considered a public utility, it bypasses this zoning.

WHAT about property rights?

The people who live and work on the adjoining 55 parcels of land and over 450 more parcels within one mile of the leased parcels have the right to expect the area will remain residential and agricultural, not become a huge industrial site.

WHEN did this happen?

The first leases were signed in March of 2020. The project proposal is at the regional level in PJM. NGR has told us they plan to begin permitting as early as fall of 2024.

WHERE would it be located?

The orange parcels on the map show the nearly 4-mile-long proposed project.

WHY bother fighting big government and big business?

Part of the approval process in the OPSB is proving, “that the facility will serve the public interest, convenience, and necessity.”

We believe that if the vast majority of residents and our elected officials stand together in opposition, we can stop this.

HOW can you help?

Follow ALL of the steps in the “We need you!” section of this brochure.