

Regular Meeting #32 - 2024
Fairfield County Commissioners' Office
July 30, 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: Steve Davis and Dave Levacy. Employees and Elected Officials present around the table: 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; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA and Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Austin Lines; Auditor, Dr. Carri Brown; Engineer's Deputy Director of Operations, Jason Grubb; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; and Transit Director, Aaron Kennedy. Also in attendance: Heather O'Keefe, Tiffany Wilson, Sarah Fortner, Stacey Bergstrom, Holly Mattei, Michelle McCrady, Elissa Wanosik, Patrick Welsh, Josh Crawford, Tia Dauterman, Annette Mash, Nicholas Eastham, Dr. David Uhl, Anna Tobin, Toni Ashton, Sherry Pymer, Ray Stemen, Tim Hubbell, Scott Duff, Megan Golden, Beth Chalbut, Dawn Good, Scott Duff, Chuck Sims, Will Tolley, Brian Underwood, Megan Baker, and Jo Price.

Virtual attendees: Josh Horacek, Sofia Thordin, Belinda Nebbergall, Shelby Hunt, Tony Vogel, Lori Hawk, Joe Ebel, Jessica Murphy, Jeanie Wears, Tony Howard, Baylie Blevins, Jon, Lori Lovas, Steven Darnell, Nikki Drake, Park Russell, Laura Everitt, Stacy Hicks, Tiffany Daniels, Jeff Barron, Deborah, Ashley Arter, Vince Carpico, Greg Forquer, Nick, Brian Wolfe, Alex Lape, Aubrey Ward, Daniel Thompson, Andrea Spires, and Jane Harf.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Introduction of Area 20 Workforce Board's Workforce Communications Coordinator, Tia Dauterman

Mr. Szabrak introduced Tia Dauterman from the Area 20 Workforce Board.

Ms. Dauterman spoke about graduating from OU and majoring in Communications and marketing, and about her love of the area.

Introduction of Planner for the Regional Planning Commission (RPC), Nicholas Eastham

Ms. Mattei introduced Nicholas Eastham as the new RPC Planner.

Mr. Eastham stated he previously worked for the County for 2.5 years at the Board of Developmental Disabilities. He added that he worked with individuals with disabilities for 10 years before returning to obtain a degree in planning.

Commissioner Levacy stated he appreciated the work done by Planners and later added that he was happy to see that RPC had filled the open Planner position.

Retirement Recognition, Annette Mash

Mr. Clark stated that Ms. Mash had worked for seven different Finance Directors and that she always shared her historical knowledge of JFS' finances to help other staff.

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Dr. Brown thanked Ms. Mash for her long-time service and loyalty and added that she was a tremendous employee that will be missed

Ms. Cordle spoke about how Ms. Mash always went above and beyond in her work and while assisting other staff and departments.

Commissioner Davis read her Certificate of Recognition and congratulated Ms. Nash on her 31 years of service with Fairfield County.

Ms. Mash stated she started at the Welfare Office on Chestnut Street and has seen a lot of changes. She spoke about Ms. Cordle becoming the Director of JFS and added that she has learned a great deal over the 31 years.

Proclamations

A proclamation was presented to Job and Family Services' Child Support Enforcement Agency. Commissioner Davis spoke about the struggles of families without support from a parent when the parents are separated or divorced.

Ms. Cordle spoke about the wealth of experience in the room and from JFS.

Mr. Clark also spoke about the impact on families when support is not collected.

Patrick Welsh and the members of the Child Support Enforcement team gathered for a picture with the Commissioners.

A proclamation was presented to ADAMH, local first responders, and many local agencies for their part in the fight against drug overdoses. ADAMH Prevention and Community Manager, Toni Ashton, accepted the proclamation on behalf of the many individuals struggling with addiction and those who work with them.

Transit Development Plan Presentation

Sophia Thordin, a Planner with Benesch, thanked the Commissioners, Mr. Szabrak, and Ms. Cordle for their continued support and involvement with Lancaster Fairfield Public Transit (Transit.) Ms. Thordin spoke about the Transit Development Plan (TDP) that was provided by Benesch and added that the TDP is designed to help transit agencies meet community needs, develop short-term plans, and involve the governing body. Transit currently provides curb-to-curb service and loop service with fees ranging from \$.50 to \$2. The TDP was developed between January and July of 2024 and included project management, a service analysis, public outreach, and a look at capital needs. An Advisory Committee was formed that was comprised of staff from Fairfield County, including Job and Family Services, Meals on Wheels, Fairfield 211, and the City of Lancaster. Stakeholders were interviewed to evaluate safety, agency partnerships, reasons for use, partner collaborations, possible user experience improvements, and marketing strategies. A survey was available on social media that received 78 responses. The survey indicated that faster travel times, more regional loops, educating on scheduling of rides, and bus stop shelters were desired by Transit's users. The TDP provided an evaluation that addressed improved Transit access, stakeholder support, increased riders on routes, improved rider experiences, overall costs, and implementation of the TDP plan. An implementation plan and a summary of the transition of Transit from the City of Lancaster were also a part of the TDP. The final part of the presentation addressed the current and projected finance plan for Transit. The PowerPoint presentation provided by Ms. Thordin is available in the minutes.

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Commissioner Davis thanked the Benesch Team and said that some of the time frames presented in the implementation portion of the plan are very doable. He spoke about interviewing individuals with transit impediments and added that many people who need transit services are unaware of their options. A couple of people have felt that the plan for Transit is visionary, but the Commissioner stated he believes it is as simple as identifying the problem and then a solution to the problem. Commissioner Davis expressed his appreciation for Ms. Cordle, Mr. Szabrak, Aaron Kennedy, and all the folks who have helped get Transit to where it is, and who are still working on where Transit is going.

Commissioner Levacy agreed with Commissioner Davis and added that the number of responses to the TDP survey was an indicator that people are unaware of what is available through Transit.

Mr. Szabrak stated that Benesch was already doing the study when the county took over Transit and added that Transit is working with county employers to understand their needs.

Mr. Kennedy thanked Benesch, the Commissioners, and Ms. Cordle for the work they have done to get Transit transferred to the County and to address Transits needs and that of its riders. He added that the figure provided regarding the survey did not include stakeholders such as JFS.

Ms. Cordle stated that Meals on Wheels was a part of the advisory board and added her appreciation that Anna Tobin had attended the Commissioners' meeting to participate. She thanked Mr. Kennedy and his team at Transit for being an integral part of the transition.

Dr. Uhl expressed his appreciation for the purposeful way that Transit had been undertaken and added that the Board of Developmental Disabilities would be happy to have discussions on how it can assist Transit with resources.

Ms. Tobin stated that Meals on Wheels has had a great deal of experience with transit and stated her appreciation for being included. She added the importance of purposeful and intentional planning with senior needs and with assistance getting the elderly to both services and social opportunities.

Commissioner Levacy stated that he is certain Fairfield County is doing the right thing for transit in the county and added that when he first became Commissioner, he thought transit was needed in the county and not just the city.

Ms. Thordin stated that survey responses are down in all areas and on all platforms and added that planning allows for something to be written, making it easier to work toward goals.

Commissioner Levacy thanked Ms. Thordin for the presentation and for her work on the TDP and added that the plan will be very useful for future Transit planning.

Ms. Cordle thanked Michelle McCrady from Transit, and the folks at Benesch, for their assistance with the TDP.

2nd Quarter Budget

Mr. Hampson added his admiration for Ms. Mash and spoke about how she often stayed late to solve problems and help other organizations. He further added that the most important thing is that Ms. Mash cared about staff, customers, people, and the work she did.

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Mr. Hampson continued by providing a PowerPoint (available in the minutes) and a second quarter 2024 update. He provided budget objectives, the financial forecast, the financial trend analysis, and the 2nd quarter financial results. The revenue categories were explained. General fund revenues consist of sales and use tax, property taxes, local government funding, jail rental income, investment earnings, the Homestead Rollback, fees for services, conveyance fees, and casino dollars. Year-to-date revenues increased 7.7%. General Fund expenditures consist of personal services, materials and supplies, fringe benefits, contractual services, capital outlay, and transfers, with personal services being 33% of those expenditures. Year-to-date expenditures increased 3.2% from 2023. Mr. Hampson provided dates for 2025 budget access, meetings, and hearings.

Commissioner Davis asked about the casino revenues and Mr. Hampson clarified that the figures are a comparative year-to-date for 2023.

Commissioner Davis stated that if the Ohio Revised Code were to pick a single issue that Commissioners are responsible for, it would be all the items just presented by Mr. Hampson.

Public Comment

Stacy Bergstrom, Sarah Fortner, and Elissa Wanosik spoke on the upcoming Blue Ribbon Run which raises awareness for child and elder abuse.

Commissioner Levacy spoke about his appreciation for the County's Child Protective Services agency, and its staff.

Ray Stemen of Bremen stated he has transitioned from being independent to being dependent on the help of others in his older age.

Legal Update

None.

Ms. Cordle spoke about the daily assistance received by departments from the Prosecutor's Office.

Commissioner Davis added that the service provided by the Prosecutor's Office has never been better.

County Administration Update

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

Week in Review

August 6, 2024

The Commissioners' next Review and Regular Meeting will be one of the four evening meetings for 2024. The meeting will be held on August 6, 2024, at 7:00 p.m., at the Wigwam Event Center in Pickerington.

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Expanded Sales Tax Holiday

The Expanded Sales Tax Holiday, authorized in the state operating budget, will take place from 12:00 a.m. on Tuesday, July 30, through 11:59 p.m. on Thursday, August 8.

The 10-day holiday allows tax-free purchases made both in-person and online on eligible items up to \$500. Excluded items include alcohol, motor vehicles, watercraft, tobacco, vapor, and cannabis products.

An important part of the statutory language creating the Expanded Holiday is that the state must reimburse the revenue losses to counties and transit authorities that levy permissive sales taxes and the Local Government Fund and Public Library Fund. The state budget set aside \$750 million in a special fund to reimburse the state GRF and local governments for resulting revenue losses.

However, the language only requires the state to reimburse foregone revenue in August. Since the holiday includes two days in July, as it stands entities will not receive reimbursement for foregone revenue that occurs during those days.

The Governor's Office and the Department of Taxation have spoken with CCAO and intend to work with the Association and the legislature to maintain the spirit of the original language and ensure that counties and other affected entities will receive reimbursement for those two days as well. The Department of Taxation and the Office of Budget and Management have not yet decided on the manner of reimbursement, whether the reimbursement will be included in the sales tax distributions in October or if there will be a supplemental, separate payment in October.

Child Protective Services at Fairfield Center

Five staff and a supervisor will be utilizing a space at the Fairfield Center to provide intake services as well as hosting parenting time between parents and children.

This location will provide easier access to families in the northwest part of the county.

Protective Services Deputy Director, Sarah Fortner, is very excited to have an office in that part of the county and is thankful for the opportunity to utilize that space.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

Resolutions of note:

- A resolution authorizing the approval of two proclamations. One for Child Support Enforcement Awareness Month and the other for International Overdose Awareness Day on August 31st.

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- A resolution to approve the One Time Strategic Community Investments Grant Agreement. Fairfield County was appropriated \$2,000,000 for the Government Services Building Acquisition and Renovation through Substitute House Bill 2, of the 135th General Assembly of the State of Ohio, as appropriated to the Office of Budget Management to use as One Time Strategic Community Investment grants.
- A resolution appropriating money and transferring it to the General Fund, Capital Improvements, for the JFS roof.
- There are two resolutions from the Engineer's Office to establish viewing and hearing dates to determine the necessity for establishing, altering, and widening roads, bridges, and culverts. The viewings will occur on September 10th and 17th, and the subsequent hearing at the Commissioners' meeting on September 24th.
- The Engineer's Office also placed a resolution on the agenda to change the bridge load rating for the GRE-22 Campground Road Bridge.
- Regional Planning has 4 resolutions on the agenda. One for a Notice of Commencement for the Village of Pleasantville Ballfield Improvement Project. Two resolutions for the contract agreement with the Spires Paving Company and the Notice to Commence for the Village of Pleasantville Hickenlooper Street Project. And a resolution to approve the final plat for Section 2, Part 1, of the South Hampton subdivision.
- And a resolution for the approval of a service agreement by and between the Fairfield County Sheriff's Office and Bloom Carroll Schools for personnel and equipment to perform policing services.

Mr. Kochis stated he hopes to extend the life of the Government Services building roof through the improvements and improve the HVAC system.

Mr. Grubb spoke about the necessity of the resolution regarding the load capacity for the bridge on Campground Road.

Ms. Mattei stated that the Spires contract has a completion date and a change order will be required.

Budget Review

- Budget Director, Bart Hampson, did not have an additional report.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- 2024 Athena Awards, August 1, 2024, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster

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Correspondence

- Press Release, Office of the County Auditor, July 24, 2024, "Auditor's Office Unveils Lodging Tax Webpage"
- Press Release, Office of the County Auditor, July 29, 2024, "Auditor's Office Announces Tax Incentive Review Council Meetings Completed for 2024"
- Memo, Dr. Brown, County Auditor, July 25, 2024, Subjects: What is the Single Audit & Looking Ahead to the 12.31.2024 Audits
- Fairfield County Auditor's Wins of the Week, July 25, 2024
- Letter of Notification from AEP Ohio regarding Case No. 24-0689-EL-BLN
- Correspondence regarding Industrial Solar Projects
- Fairfield County E-News Updates Newsletter

Old Business

Commissioner Levacy spoke about the Lancaster Festival's 40th year and added that it is an amazing event. He is looking forward to the event in 2025.

Commissioner Davis spoke about his appreciation for the festival and what it means to the community. He also spoke about being asked to host a local game of Wheel of Fortune for juveniles in the diversion program. He thoroughly enjoyed the experience and added that he personally understood the importance of giving youth opportunities to correct behaviors.

Commissioner Levacy offered his appreciation for Judge Vandervoort, who cares deeply for the reform of troubled youths. He added that he had the opportunity to participate in Wheel of Fortune and further added that he was honored to meet with Allison Bollinger, daughter of Treasurer Bahnsen, who is a flight director for NASA.

New Business

Treasurer Bahnsen stated that his office is wrapping up 2nd half taxes and is working on additional services with credit cards. He plans to advertise an RFP to help improve payment processes.

Commissioner Levacy spoke about Transit's need for a restroom for bus drivers in the evening.

Mr. Kennedy stated that JFS has been gracious to open their lobby restroom to transit employees for both business hours and after hours use.

Mr. Grubb stated that construction of the salt barn will begin this week.

Auditor Brown appreciates the cooperation of all the departments during the single audit process. Tyler Technologies has been helpful in implementing new upgrades to their financial systems.

Mr. Szabrak stated that the new phlebotomy program had twelve students.

Mr. Kochis spoke about the drive-in movie event that EMA participated in, and added that the event was well attended.

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Regular (Voting) Meeting

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Virtual attendees: Josh Horacek, Sofia Thordin, Belinda Nebbergall, Shelby Hunt, Tony Vogel, Lori Hawk, Joe Ebel, Jessica Murphy, Jeanie Wears, Tony Howard, Baylie Blevins, Jon, Lori Lovas, Steven Darnell, Nikki Drake, Park Russell, Laura Everitt, Stacy Hicks, Tiffany Daniels, Jeff Barron, Deborah, Ashley Arter, Vince Carpico, Greg Forquer, Nick, Brian Wolfe, Alex Lape, Aubrey Ward, Daniel Thompson, Andrea Spires, and Jane Harf.

Announcements

There were no announcements.

Approval of Minutes for July 23, 2024

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, July 23, 2024, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Dave Levacy

Approval of Resolutions from the Fairfield County Commissioners

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

- | | |
|--------------|--|
| 2024-07.30.a | A Resolution Authorizing the Approval of Proclamations |
| 2024-07.30.b | A Resolution to Approve the One Time Strategic Community Investments Grant Agreement |
| 2024-07.30.c | A Resolution to Appropriate from Unappropriated into a Major Expense Category, Fund-to-Fund Transfer for the Match, and Cash Advance from the General Fund for Fund #3011, Federal Aviation Administration Grants for FY2024 |

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2024-07.30.d A Resolution Authorizing to Appropriate from Unappropriated into a Major Expenditure Category to the General Fund #1001 and a Fund-to-Fund Transfer from General Fund #1001 to the Capital Improvement Fund #3435

2024-07.30.e A Resolution to Approve a Memo Expense and Memo Receipt for Reimbursing Fairfield County Utilities

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

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

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

2024-07.30.f A Resolution to Approve a Reimbursement for Share of Costs for Ethernet Services Paid to AT&T as a Memo Expenditure, Fund #2060

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

Approval of Resolutions from the Fairfield County Court of Common Pleas

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

2024-07.30.g A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2852, Targeted Community Alternative to Prison

2024-07.30.h A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas, Fund #2839, Common Pleas Recovery Court Grant

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

Approval of Resolutions from the Fairfield County Engineer

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

2024-07.30.i A Resolution to Set a Commissioner's Viewing date of September 10, 2024, at Times Listed for Multiple Locations, and a Final Hearing Date of September 24, 2024, at 9:15 a.m., to Determine the Necessity for Establishing, Altering, and Widening of Various Roads and Bridges in Fairfield County, Ohio

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2024-07.30.j A Resolution to set a Commissioner's Viewing date of September 17, 2024, at Times Listed for Multiple Locations and a Final Hearing Date of September 24, 2024, at 9:15 a.m. to Determine the Necessity for Establishing, Altering, and Widening of Various Roads and Bridges in Fairfield County, Ohio

2024-07.30.k A Resolution to Change a Bridge Load Rating (GRE-22)

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Dave Levacy

Approval of Resolutions from the Fairfield County Juvenile/Probate Court

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Juvenile/Probate Court:

2024-07.30.l A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2036, Ohio Department of Youth Services – Reclaim

2024-07.30.m A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund #2036 Ohio Department of Youth Services – Reclaim

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Dave Levacy

Approval of Resolutions from the Fairfield County Regional Planning Commission

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

2024-07.30.n A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Nash Builders for CDBG PY2022, Village of Pleasantville, Ballfield Improvements Project

2024-07.30.o A Resolution Authorizing the Approval of a Contract Agreement by and between the Fairfield County Board of County Commissioners and the Spires Paving Company

2024-07.30.p A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Spires Paving Company for CDBG PY2022, Village of Pleasantville, Hickenlooper Street Improvements Project [Regional

2024-07.30.q A Resolution to Approve the South Hampton, Section 2, Part 1 Final Plat

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Dave Levacy

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Approval of Resolutions from the Fairfield County Sheriff

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

- | | |
|--------------|---|
| 2024-07.30.r | A Resolution Authorizing the Approval of a Service Agreement by and between the Fairfield County Sheriff's Office and Bloom Carroll Schools |
| 2024-07.30.s | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category |
| 2024-07.30.t | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2027, Commissary |
| 2024-07.30.u | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2442, Commissary |
| 2024-07.30.v | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2503, Police Revolving |

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

Approval of the Payment of Bills

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

- | | |
|--------------|---|
| 2024-07.30.w | A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval |
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Roll call vote of the motion resulted as follows:
Voting aye thereon: Steve Davis and Dave Levacy

Adjournment

With no further business, on the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:43 a.m.

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

The next Regular Meeting is scheduled for 7:00 p.m. on Tuesday, August 6, 2024, at the Wigwam Event Center 10190 Blacklick Eastern Rd., Pickerington.



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 30, 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. Transit Development Plan Presentation

Presented by Benesch

5. Budget Review, 2nd Quarter 2024

Bart Hampson, Budget Director

6. 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.*

7. Legal Update

8. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. 2024 Athena Awards, August 1, 2024, 5:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
- f. Correspondence
 - i. Press Release, Office of the County Auditor, July 24, 2024, “Auditor’s Office Unveils Lodging Tax Webpage”
 - ii. Press Release, Office of the County Auditor, July 29, 2024, “Auditor’s Office Announces Tax Incentive Review Council Meetings Completed for 2024”

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REVIEW AGENDA

BOARD OF COMMISSIONERS

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- iii. Memo, Dr. Brown, County Auditor, July 25, 2024, Subjects:
What is the Single Audit & Looking Ahead to the 12.31.2024 Audits
- iv. Fairfield County Auditor's Wins of the Week, July 25, 2024
- v. Letter of Notification from AEP Ohio regarding Case No. 24-0689-EL-BLN
- vi. Correspondence regarding Industrial Solar Projects
- vii. Fairfield County E-News Updates Newsletter

9. Old Business

10. New Business

- a. Updates from Elected Officials in Attendance

11. Regular (Voting) Meeting

12. Adjourn

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Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 7.25.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,444,024.32 has been appropriated, \$22,888,674.31 expended, \$5,860,905.39 encumbered or obligated.

12Project/Category		As of 7/25/24 Appropriations	As of 7/25/24 Expenditure	As of 7/25/24 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	1,486,573.31	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	255,076.21	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,266,930.84	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

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 7.25.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,444,024.32 has been appropriated, \$22,888,674.31 expended, \$5,860,905.39 encumbered or obligated.

Project/Category		As of 7/25/24 Appropriations	As of 7/25/24 Expenditure	As of 7/25/24 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	550,210.54	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	271,273.42

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 7.25.2024.

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Project/Category		As of 7/25/24 Appropriations	As of 7/25/24 Expenditure	As of 7/25/24 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	4,395,149.30	2,554,915.70
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	2,737,198.43	510,851.06

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 7.25.2024.

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Project/Category		As of 7/25/24 Appropriations	As of 7/25/24 Expenditure	As of 7/25/24 Obligation
R61h	Community School Attendance Program	486,110.43	366,345.74	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	8,496,100.12	913,573.30
Administration				
R71a	Administrative Expenses	591,798.66	363,250.73	0.00
Subtotal Administration		591,798.66	363,250.73	0.00
Grand Total		\$29,444,024.32	\$22,888,674.31	\$5,860,905.39

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JULY 22, 2024 TO July 28, 2024

Fairfield County Commissioners

- AA.07.23-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.07.23-2024.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.07.24-2024.b Approval for the Extension and Amendment to the Service Agreement with AT & T for Centrex Services – Fairfield County Commissioners [Commissioners]

Fairfield County Economic & Workforce Development

- AA.07.24-2024.a A resolution to approve a Workforce Training Grant for Mid West Fabricating. [Economic & Workforce Development]



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2024 Quarter 2 Results

July 30, 2024



Objectives

- Financial Analysis & Reporting
- General Fund Revenue and Expenses
- Sales Tax
- 2025 Budget
- Questions

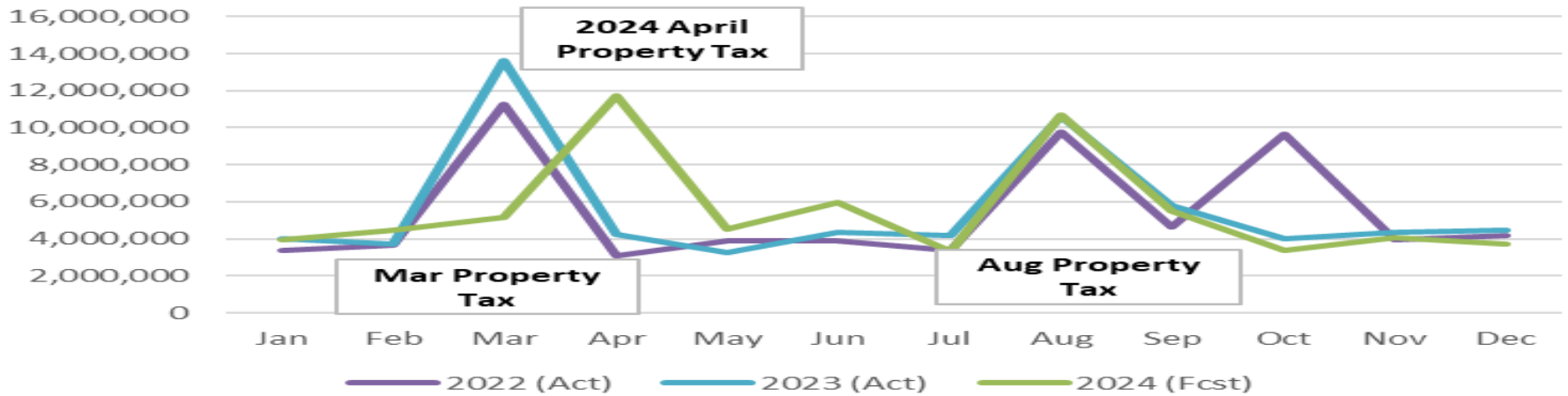


Financial Forecast

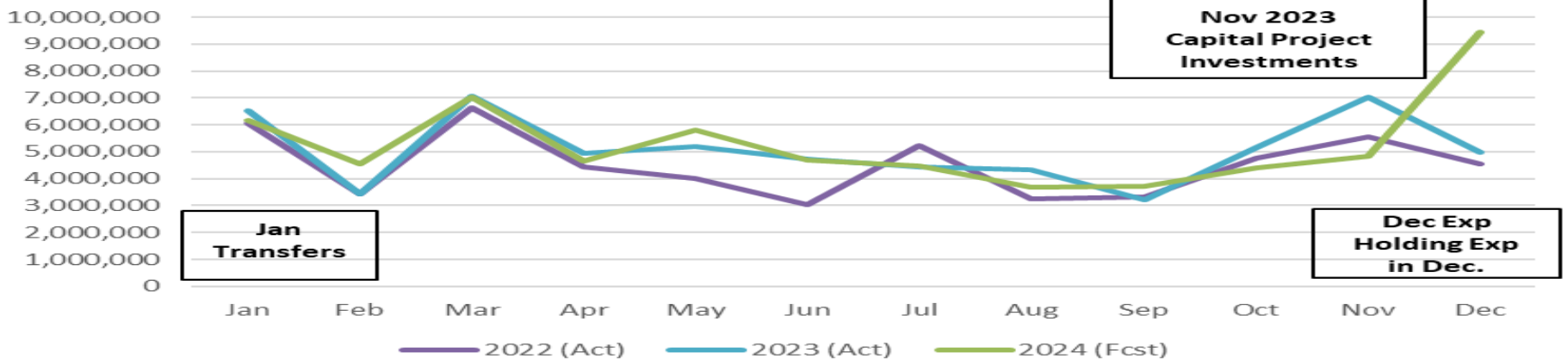


Financial Trend Analysis

Revenue Per Month



Expenses Per Month

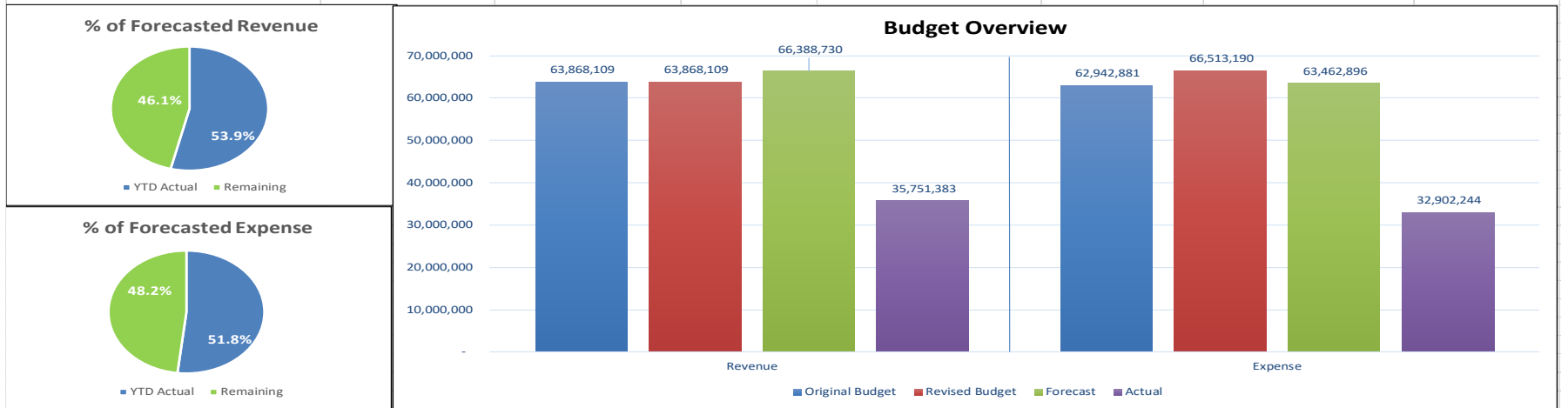


Financial Dashboard

Fairfield County Forecast Overview June Year-to-Date General Fund Dashboard

Revised (Current) Budget	Current Budget	YTD Actual	Remaining	Forecast Total	Over/Under	Notes:
Revenue	63,868,109	35,751,383	30,637,347	66,388,730	2,520,621	Estimated positive impact of \$2.9M.
Expense	66,513,190	32,902,244	30,560,652	63,462,896	(3,050,294)	
Over/Under (Revenue -Expense)	(2,645,081)	2,849,139	76,695	2,925,834		

2022 Actual	2023 Est Cash	Notes:	
Estimated Unassigned Cash Balance	39,323,965	40,402,530	Cash Balance includes: Estimated assets for Accounts Receivable, Advances out, Advances in, and Encumbrances not pictured in this chart.



Revenue by Category	Forecast	YTD Actual	Act % YTD	Expense by Category	Forecast	YTD Actual	Act % YTD
Casino	2,342,483	1,178,489	50.3%	Capital Outlay	3,461,987	952,532	27.5%
Conveyance Fees	3,943,926	2,038,371	51.7%	Contractual Services	16,763,570	8,384,303	50.0%
Fees & Charges for Services	5,846,874	3,552,548	60.8%	Fringe Benefits	9,483,198	4,466,317	47.1%
Homestead Rollback	2,440,492	838,492	34.4%	Materials & Supplies	2,034,665	990,785	48.7%
Investment Earnings	6,400,001	5,063,847	79.1%	Other	211,316	171,166	81.0%
Jail Rental Income	138,075	55,075	39.9%	Personal Services	22,632,548	10,874,383	48.0%
Local Government	1,679,753	801,395	47.7%	Transfers	8,875,612	7,062,758	79.6%
Property Taxes	13,569,351	7,591,299	55.9%	Expense Total	63,462,896	32,902,244	51.8%
Sales & Use Tax	30,000,000	14,604,091	48.7%	Notes:			
Title Surplus transfer, unclaimed, 1	27,775	27,775	100.0%	Annual % split through June is 50%.			
Revenue Total	66,388,730	35,751,383	53.9%				

2024 Quarter 2 Results

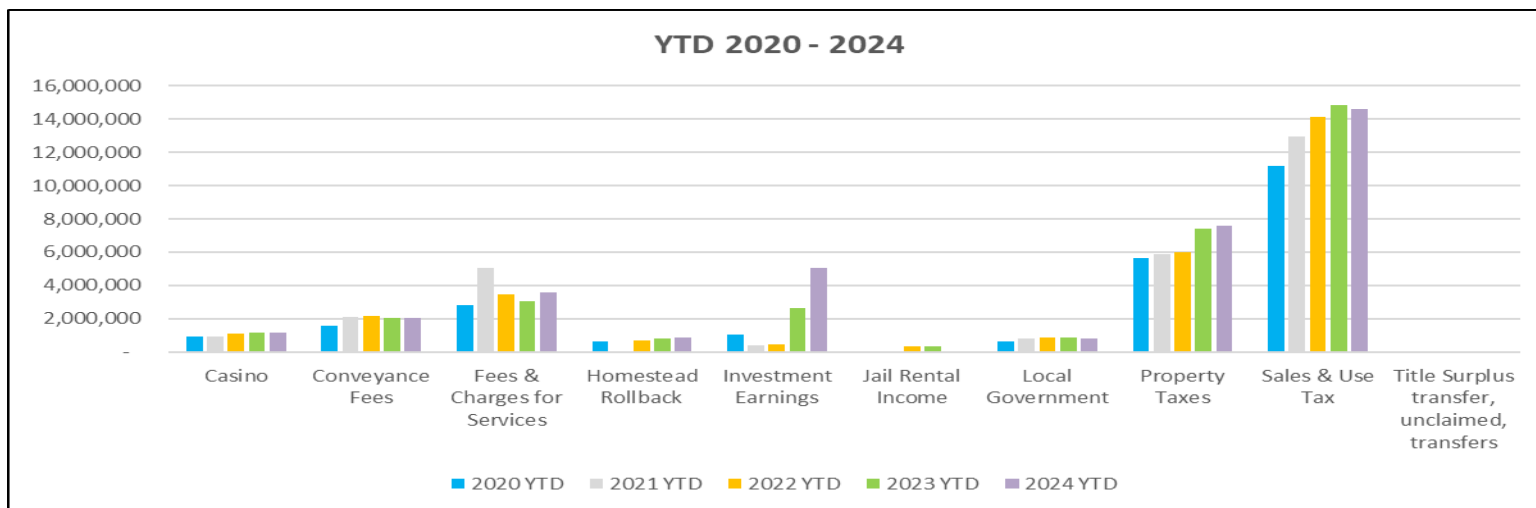


Explanation of Revenue Categories

- Casino
 - Casino tax revenue
- Conveyance Fees
 - Property sales and transfers
- Fees & Charges for Services
 - General government, service charges, jail rental, and attorney fees, court fees
- Homestead Rollback
 - Reimbursement for lost tax revenue through Real Estate Property Tax Rollback and Homestead Exemptions are forms of property tax relief
- Investment Earnings
 - Investment revenue
- Jail Rental income
 - Jail rental revenue.
- Local Government
 - Local government revenue generated via income tax
- Property Taxes
 - Real Property or land and generally anything built on or attached to it. Manufactured homes taxes
- Sales & Use Tax
 - Applies to the retail sale, lease, and rental of tangible personal property as well as the sale of selected services in Ohio
- Transfers
 - Title Surplus transfer, unclaimed, transfers



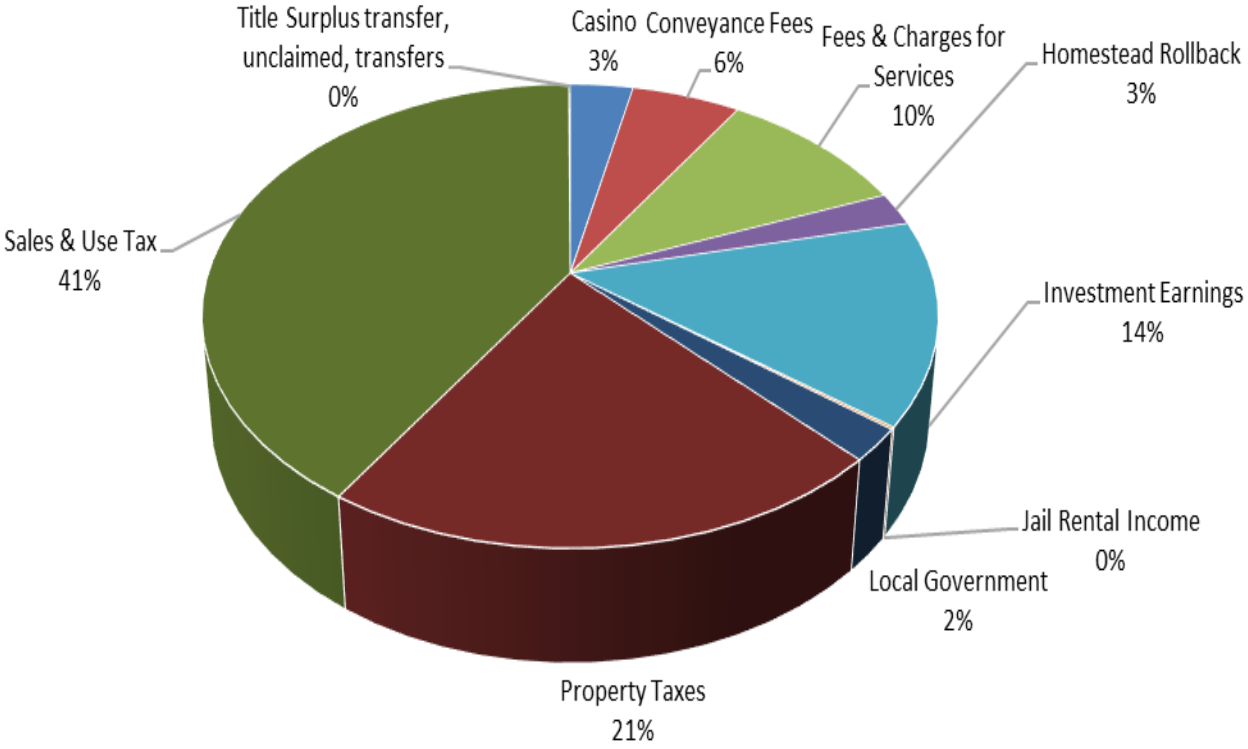
General Fund Q2 Revenues



	2020 YTD	2021 YTD	2022 YTD	2023 YTD	2024 YTD
Casino	923,261	939,941	1,117,831	1,176,517	1,178,489
Conveyance Fees	1,570,382	2,082,028	2,186,420	2,016,027	2,038,371
Fees & Charges for Services	2,794,299	5,040,595	3,431,204	3,031,684	3,552,548
Homestead Rollback	636,306	-	655,167	821,328	838,492
Investment Earnings	1,043,657	369,135	427,223	2,613,388	5,063,847
Jail Rental Income	6,760	3,055	330,960	355,080	55,075
Local Government	627,618	776,130	853,509	857,332	801,395
Property Taxes	5,648,957	5,876,411	5,969,749	7,432,441	7,591,299
Sales & Use Tax	11,208,025	12,953,697	14,110,335	14,861,963	14,604,091
Title Surplus transfer, unclaimed, transfers	33,921	15,775	42,576	34,191	27,775
Grand Total	24,493,186	28,056,767	29,124,974	33,199,952	35,751,383



General Fund 2024 Q2 Revenues



General Fund Revenue – Q2

- Revenues for 2024 were \$35.8M vs 2023 \$33.2M. Increase equates to \$2.6M or 7.7% year-over-year.
- Year-Over-Year Increases
 - Investment Earnings up \$2.5M
 - Fees & Charges for Services up \$521k
 - Property taxes are up \$159k
 - Casino, Conveyance Fees, Homestead Rollback up \$41k
- Year-Over-Year Decreases
 - Jail Rental Income down \$300k
 - Sales tax is down \$258k
 - Local Government down \$56k
 - Transfers - Title Surplus transfer, unclaimed, transfers down \$6k



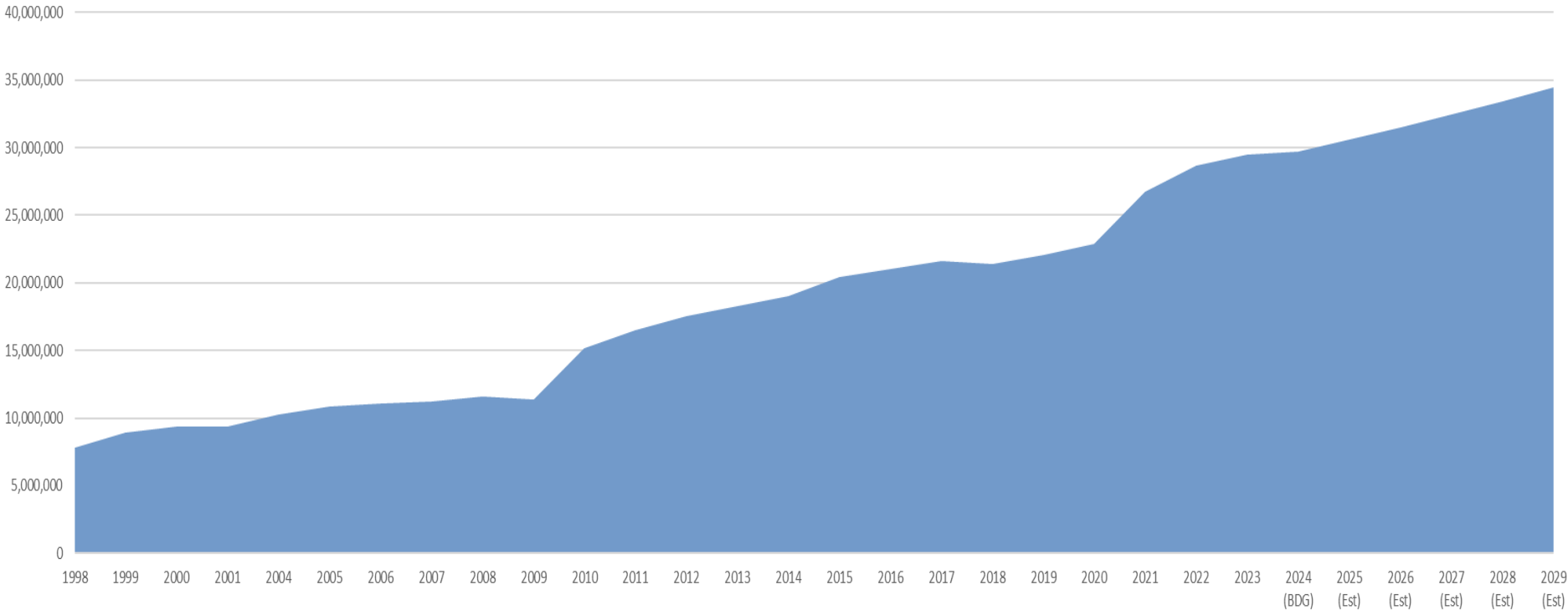
Sales Tax Rate

- Fairfield County's sales tax rate has not increased since 2010
- Fairfield – 6.75%
- Hocking – 7.25%
- Licking, Perry, Pickaway, & Ross – 7.25%
- Franklin – 7.50%



Annual Sales Tax

1998-2029 YOY Total Sales Tax

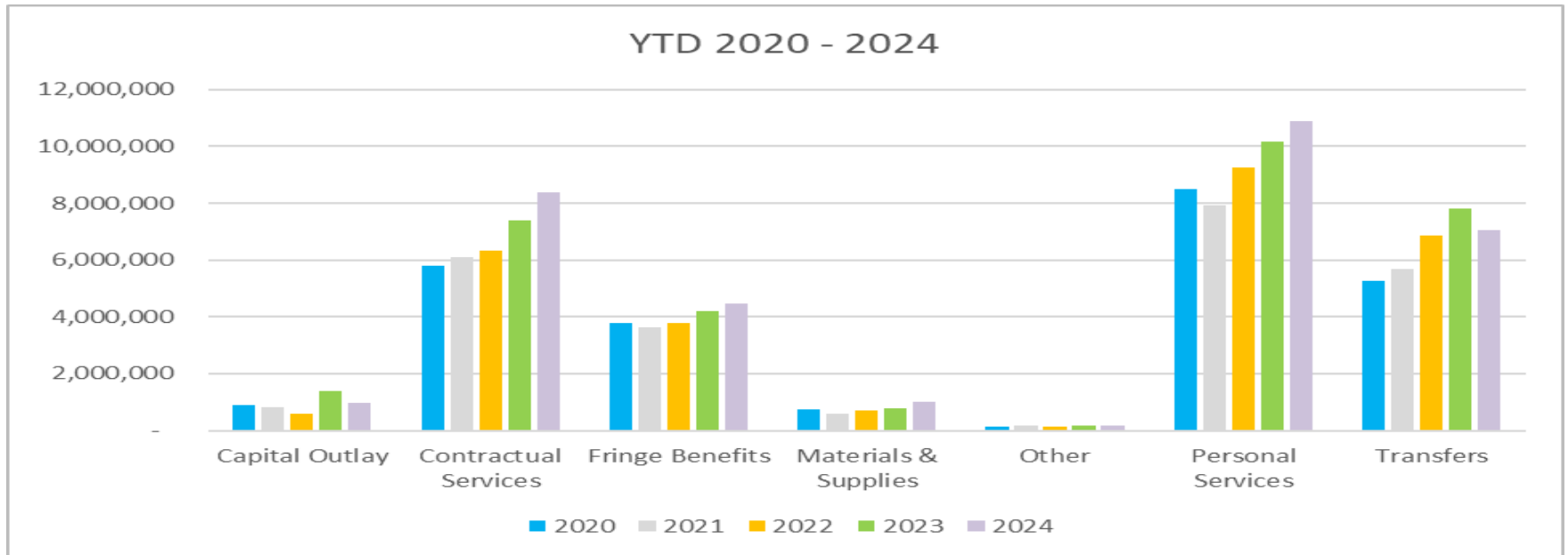


Explanation of Expense Categories

- Capital Outlay
 - Expenditures for the acquisition cost of capital assets, such as equipment, or expenditures to make improvements to capital assets
- Contractual Services
 - Contract services, travel reimbursement, training, membership and dues, and advertising
- Fringe Benefits
 - Health insurance, life insurance, EAP, PERS, Medicare, workers comp, and unemployment
- Material and Supplies
 - Supplies, fuel, postage, and clothing
- Other
 - Refunds, reimbursements, community support, settlements, and allowances
- Personal Services
 - Salaries, overtime, sick & vacation payout, and comp-time
- Transfers
 - Allocations, grant match, debt obligations, and funding capital projects



Expenditures - Q2

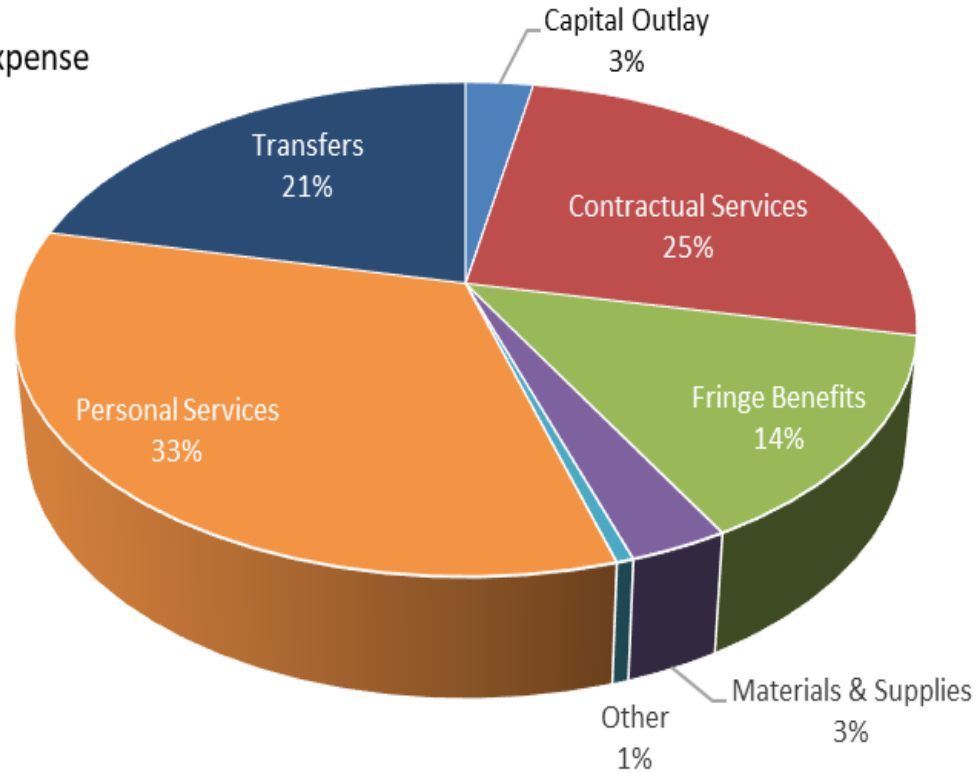


Row Labels	2020	2021	2022	2023	2024
Capital Outlay	890,509	829,412	591,706	1,380,202	952,532
Contractual Services	5,793,959	6,104,282	6,318,670	7,374,824	8,384,303
Fringe Benefits	3,774,960	3,625,253	3,798,267	4,203,212	4,466,317
Materials & Supplies	736,718	592,467	695,939	798,552	990,785
Other	140,455	179,957	134,661	159,144	171,166
Personal Services	8,493,843	7,910,039	9,246,482	10,180,251	10,874,383
Transfers	5,272,242	5,693,712	6,852,506	7,798,902	7,062,758
Grand Total	25,102,686	24,935,121	27,638,230	31,895,086	32,902,244



Expenditures Q2

2024 YTD % Expense
by Category



General Fund Expenditures – Q2

- Expenses in 2024 were \$32.9M vs \$31.9M in 2023. Increase equates to \$1M or 3.2% year-over-year.
 - Contract Services increase \$1M
 - Contract Services
 - Sheriff's Office
 - » CARBYNE APEX PROGRAM for county 911 systems.
 - » Contract for body cameras and services.
 - Veteran Services
 - » Increased Relief Assistance to Veterans
 - Facilities
 - » Dynamix Energy (Veregy) for technical and engineering services
 - Personal Services increase \$694k
 - Fringe Benefits increase \$263k
 - Materials & Supplies increase \$192k
 - Transfers decreased \$736k
 - Capital Outlay decrease \$428k



2025 Budgets

- First round 2025 budget meetings have been held.
- Level 3 – Budget Entry Access Ends August 28th, 2024, for General Fund Departments.
- Level 4 – Budget Entry Access Ends December 2nd, 2024, for non-General Fund Departments.



Questions





FOR IMMEDIATE RELEASE
Wednesday, July 24, 2024

Auditor's Office Unveils Lodging Tax Webpage

Lancaster, Ohio – The Fairfield County Auditor's Office is pleased to announce a webpage for the Fairfield County Lodging Tax. This website includes an overview of the history of the county's lodging tax, how the tax is distributed, how to pay collected lodging taxes, quarterly due dates, and a thorough FAQ section. The new website can be found here: <https://www.co.fairfield.oh.us/auditor/fc-Lodging-Tax.html>.

Fairfield County has a 4.5% lodging tax that is distributed to the Fairfield County Visitors and Convention Bureau (3%) and the Decorative Arts Center (1.5%). The Lodging Tax website has been updated to include how to register and pay; tax due dates; and several frequently asked questions.

This website was designed by Mesina Clark and Kayla Speakman from our Finance Team.

For more information visit the new website, or contact Rachel Elsea, Communications Officer, at rachel.elsea@fairfieldcountyohio.gov.

###

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[realestate.co.fairfield.oh.us](https://www.realestate.co.fairfield.oh.us)



Newsletter

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FOR IMMEDIATE RELEASE
Monday, July 29, 2024

Auditor’s Office Announces Tax Incentive Review Council Meetings Completed for 2024

Lancaster, Ohio – As of July 25, 2024, all Tax Incentive Review Council Meetings for Fairfield County have been held. There were five meetings held this year for multiple Tax Incentive Review Councils for the following entities: Fairfield County, City of Canal Winchester, City of Lancaster, City of Pickerington, and the City of Reynoldsburg.

State and local governments use a variety of tax incentives to attract and retain business investments, create jobs, reduce blight, and pursue other goals. These incentives are used with the expectation that each granted incentive results in increased property value, investment, employment, payroll activity, and/or other economic development benefit. The Tax Incentive Review Councils, chaired by the County Auditor, monitor the tax incentives and agreements and make recommendations to local municipalities about continuing the agreements.

Once the TIRCs make recommendations, they are presented to the municipality’s legislative body for acceptance, rejection, or modification. The legislative body must vote on the TIRC’s recommendations within 60 days of that municipality’s TIRC meeting. This year, all recommendations were to accept the reports and continue the incentives.

“The County Auditor’s website includes a summary of terms and definitions about Tax Incentive Review Councils, as well as minutes and agendas for each TIRC meeting as they are available,” stated Dr. Carri Brown, County Auditor. She added that some entities seeking grants have appreciated the ready access to the TIRC materials.

For more information on each Tax Incentive Review Council including membership, meeting details, and agendas and minutes, please visit <https://www.co.fairfield.oh.us/auditor/Fairfield-County-TIRCS.html>. You may also email Rachel Elsea, Communications Officer, at rachel.elsea@fairfieldcountyohio.gov.

###

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Newsletter

SERVE • CONNECT • PROTECT



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: July 25, 2024
Subjects: What is the Single Audit & Looking Ahead to the 12.31.2024 Audits

What is the Single Audit?

We have been receiving some questions about what is meant by the Single Audit. The Single Audit is an organization-wide financial statement and federal awards' audit intended to provide assurance to the Federal Government that internal controls are in place to generally comply with federal program requirements.

This is a requirement based on federal regulation for entities who receive federal funds, which have become increasingly significant for the county all-funds budget.

The auditors have been working on the Single Audit now that they have completed the financial audit which relates to our annual comprehensive report and our countywide operations. Please be responsive to requests from Finance so that the auditors can meet their internal deadlines.

Looking Ahead to 12.31.2024 Audits

Now, we are updating the internal control manual to make it easier to read and locate information. We are also updating it for requirements of fraud training, highlights of procedures to protect against fraud, and credit card management. If you have any suggestions for updates, please reach out anytime.

Please know we have been informed that the audit for 12.31.2024 will be conducted by an independent public accounting firm, as the State Auditor does not have staffing levels sufficient to manage the workload in-house. However, the State Auditor will still be completing certain audits for smaller entities and will be available for questions.

CONTACT US!

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

July 25, 2024

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

- We began the week **working with the State Auditor's Office** to provide information to help with the audit of next year, which will be conducted by an independent private accounting firm. We complied information quickly and anticipate no issues.
- We have continued to organize thoughts around streamlining the dog licensing procedures. A **communication plan** is a work in progress. The team had a good brainstorming session and is connecting with the Dog Shelter team, as well. The idea is to communicate and design plans early enough for good implementation. Thanks to **Kayla Speakman's** initiative for beginning some draft social media communications.

★ The **August Budget Commission** meeting packet is nearly ready for distribution, well ahead of internal deadlines. Thanks to the libraries for providing information, and thanks to the Finance Team for their teamwork. We are especially grateful for how Angel Horn has organized records for the meeting.

- There was an Investment Advisory Council meeting on Tuesday, and we will be updating the investment revenue line for anticipated higher amounts to be received by the general fund. It is positive to have **accurate estimates...and to adjust upward in this case.**
- Carri is working on **GFOA, CAAO, and DRC** presentations that will bring us well over our annual target for outreach.
- The **final Tax Incentive Review Council** meeting for the year was held this week. Thanks to Rachel Elsea for keeping the website updated with meetings agenda, minutes, and documentation of council membership.
- The **Lancaster Festival** is a time of great fun and celebration for the community. Thanks to all of the donors and volunteers!

★ This week, we introduced **new webpages** to explain the hotel/motel lodging tax process. Thanks to Kayla Speakman, Mesina Clark, the Finance Team, and our stakeholders who participated in the review.

★ **Tyler Technologies updated the Enterprise Assessment and Tax system** without charge for the legislative changes within HB33. **Dave and Josh** did a great job communicating with Tyler.

- **Month-end is upon us**, and it is going well. Thanks to the Finance Team.
- **Thanks to IT** for quickly re-installing the second-floor timeclock in the REA building.
- Today is **National Hire a Veteran day**. While our office has no current openings, we definitely support our Veterans and know they have transferrable skills important for many organizations in the private and public sector. Every day, hundreds of our military personnel leave the service in search of civilian employment. **On July 25, National Hire a Veteran Day reminds employers to consider veterans to fill their open positions.**

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AEP Ohio
8500 Smiths Mill Road
New Albany, OH 43054

July 23, 2024

Fairfield County Commissioner
Mr. Jeff Fix
210 E. Main Street
Lancaster, OH 43130

RE: Letter of Notification
West Lancaster – West Millersport Transmission Line Rebuild Project
Filed as West Lancaster – South Baltimore – West Millersport 138-kV Transmission Line
Rebuild Project
Case No. 24-0689-EL-BLN

Dear Commissioner:

You are receiving this letter because AEP Ohio is planning electrical system enhancements in Fairfield County. We want to update you on the recent Ohio Power Siting Board (OPSB) filing related to the proposed project that company officials announced in June.

The West Lancaster – West Millersport Transmission Line Rebuild Project involves rebuilding about 15 miles of 138-kilovolt (kV) power line and upgrading two substations in Lancaster and Baltimore. The upgrades allow crews to replace aging infrastructure with modern equipment to better serve area customers and the growing community's power demand.

If approved, company officials expect construction to begin late 2024 and conclude summer 2026.

AEP Ohio representatives have filed a Letter of Notification for the transmission line rebuild component of the project with the OPSB as the West Lancaster – South Baltimore – West Millersport 138-kV Transmission Line Rebuild Project, Case No. 24-0689-EL-BLN.

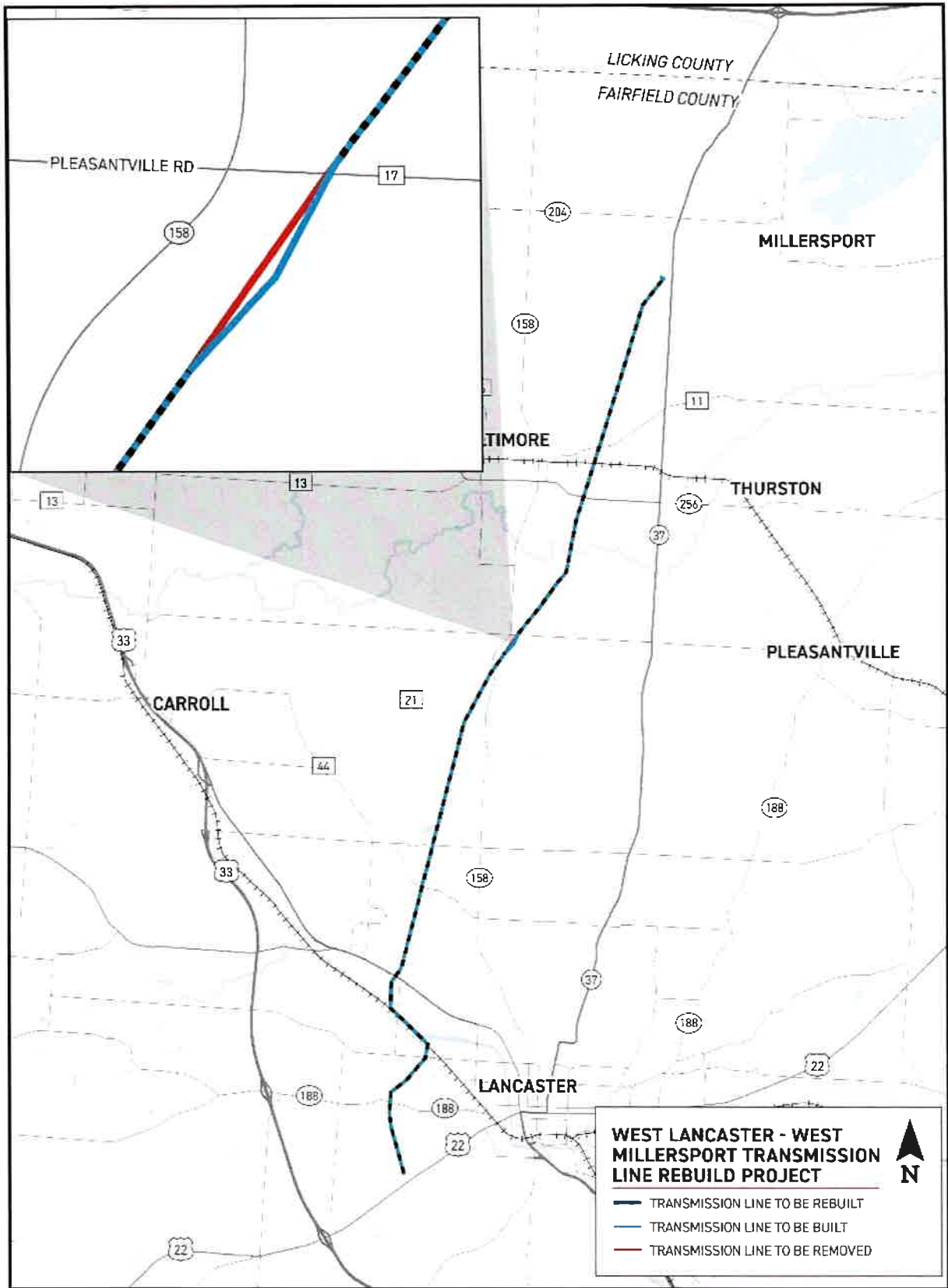
Please see the attached Letter of Notification, which we must submit to the OPSB when we make certain changes to our transmission facilities. The submission complies with Rule 4906-6-01, et. seq., of the Ohio Administrative Code.

The Letter of Notification to construct, operate and maintain this facility awaits OPSB review. Please make this Letter of Notification available to the public. We are also communicating with landowners in the project area.

Please contact me at (614) 259-8201 or Outreach@AEPOhioTransmission.com if you would like an electronic copy of the Letter of Notification or if you have any questions about this project.

Sincerely,

Stephanie Eisenberg
WSP Representing AEP Ohio



July, 22, 2024

Mr. Steve Fix, Mr. Jeff Fix & Mr. David Levacy, Fairfield County Commissioners
210 E. Main St., Room 301
Lancaster, Ohio 43130

RE: Eastern Cottontail solar project

Dear Commissioners:

As a life-long resident and land owner in the area involved with the Eastern Cottontail solar project, I am writing to ask you to deny this project. I live on my family's farm in Richland Township, Fairfield County and I have attended both of the "educational" presentations made by Eastern Cottontail and I have read and researched the subject extensively.

I have concluded there is no benefit to our community by allowing this project to proceed. Certainly, there are people who will financially benefit a great deal but I see no benefit to the people in this community. Further, I believe there may be devastating detrimental effects for the people in this community.

This project will result in the loss of a great deal of very productive farmland and cause drainage problems over a large area. Also, it will result in the loss of a tradition of agriculture and the farmers who have been the stewards of the land for generations. These are the very people who have been the backbone of this community for generations and their labor has resulted in the area being the beautiful and bountiful community we know and love.

I also feel this project will be very detrimental to wildlife in the area and to the ecosystem in general. Certainly, it will negatively impact property values. Also, I am convinced it would destroy forever the natural beauty of the area as well as the tranquil, rural aesthetics of our community. All of these negative consequences to our community so a few individuals not from our community could profit financially.

Therefore, I ask you to deny the Eastern Cottontail solar Project.

Thank you.

Cecil Miller, PhD
7195 Thornville Rd NE
Thornville, Ohio 43076

740.536.7266
cmmiller49@hotmail.com



County Spotlight

COMMISSION CONNECTION: LANCASTER FESTIVAL WITH COMMISSIONER LEVACY

Celebrating 40 YEARS of the [Lancaster Festival](http://www.lancasterfestival.org)! Hear from Commissioner Dave Levacy and Lancaster Festival Executive Director, Deb Connell, as they discuss the legacy and economic impact of the Lancaster Festival in our community. Learn more at www.lancasterfestival.org.



MONTHLY THEME: INDEPENDENCE

This month's theme celebrates the independence of all adults in Fairfield County. We are spotlighting the resilience and achievements of individuals with developmental disabilities. The Fairfield County Board of Developmental Disabilities (FCBDD) has long been a cornerstone in the community, dedicated to fostering independence and improving the quality of life for individuals with developmental disabilities. Established with the mission to support and empower, FCBDD provides a range of services designed to promote self-sufficiency and community integration. They are dedicated to creating environments where everyone may thrive through partnerships with local businesses, schools, and organizations. Together, we embrace diversity and promote inclusivity for a thriving community! [Click here](#) to learn more about FCBDD.



CELEBRATING INDEPENDENCE DAY WITH FAIRFIELD COUNTY

Fairfield County came together in vibrant celebration for Lancaster and Pickerington's annual Fourth of July parades! The rain held off this year, and this cherished tradition was continued as residents attended in full force and enjoyed festive floats and marching bands.

Our county departments were proudly represented during the festivities, showcasing their dedication to serving our communities. We extend our thanks to all participants and spectators for making this event memorable. Your enthusiasm and community spirit are what make Fairfield County such a special place to live.



Community Corner

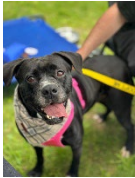
DEPARTMENT SPOTLIGHT -

FAIRFIELD COUNTY DOG ADOPTION CENTER & SHELTER



This month, we are shining the spotlight on the Fairfield County Dog Adoption Center & Shelter! Finding loving homes for as many dogs as possible and reuniting dogs with their owners are just a few missions for this department. For Roxy, a black Pitbull mix, the first 6 years of her life were rocky. Without the help of the dog shelter, she wouldn't have received the care she needed to find her forever home.

The Fairfield County Dog Adoption Center & Shelter will be at Tractor Supply in Carroll from 11 a.m. to 2 p.m. on August 10 for an adoption event. Always be on the lookout for the shelter at community events and follow them on social media for the latest updates. For more information, please visit their [website](#). While there is not an active volunteer program, all can get involved through financial donations or by donating items that the shelter needs. You can also give your time by signing up to walk a shelter dog. Email DShelter@fairfieldcountyohio.gov to ask how you can help!



FAIRFIELD COUNTY WORKFORCE CENTER: BUILDERS CAMP

Builders Camp is FREE but space is limited! Did you know that construction trades use science, technology, engineering and math? Middle schoolers are encouraged to attend Builders Camp and learn about the science of skilled trades! Help our students prepare for the brightest of futures. Register TODAY using the button below, or call (740) 652-7160.



[Register Here](#)

CELEBRATING 40 YEARS OF THE LANCASTER FESTIVAL

As the Lancaster Festival celebrates its 40th year, it continues to shine as a beacon of artistic and excellence throughout our vibrant communities in Fairfield County. This year's Festival is no exception, bringing together an array of popular acts and artists to captivate audiences throughout the event.



The Lancaster Festival is more than just a series of concerts; it's an annual celebration of art, music, and community. Each of the 51 events has been meticulously prepared by a small but mighty staff, who work tirelessly all year round. Their dedication, along with the support of 475 volunteers who donate over 14,000 hours of their time, ensures the Festival's success each year.

The Festival also carries significant economic benefits. The 2023 festival generated an impressive \$12.5 million across the state, with \$9.9 million of that total benefiting Fairfield County directly. Local businesses, particularly downtown food establishments, saw a 50% increase in revenue, making this period their busiest time of the year. The Festival's importance to our community is further highlighted by its recognition as the Non-Profit of the Year for 2024. This prestigious award underscores the Festival's value in our community and region.

As we reflect on this year's Lancaster Festival, we celebrate the enduring legacy and its role in enriching our community through the power of music and art. Here's to many more years of exceptional performances, artwork and community spirit!

NEWBORN HOME VISIT PROGRAM: FAIRFIELD COUNTY HEALTH DEPARTMENT

The Fairfield County Health Department is offering a NEW program for parents of newborns. The Newborn Home Visit Program is designed to assist new parents in connecting with community programs and services and to answer any questions about caring for your baby and yourself. To set up a visit, please contact Gale Nevile at (740) 652-2828 or gale.nevile@fairfieldcountyohio.gov



ON WITH AUNIE: MICHAEL MCCORMICK, GRADUATE OF THE FAIRFIELD COUNTY WORKFORCE CENTER

Tune in to Episode 13 of On with Aunie! This month, Aunie chats with Michael McCormick, a proud graduate of the [Fairfield County Workforce Center](#). Discover how the Workforce Center operates and how it helped Michael hone his HVAC skills. You don't want to miss this! Learn more about the Workforce Center [here](#).



Fairfield Forward

LANCASTER-FAIRFIELD PUBLIC TRANSIT JOINS FAIRFIELD COUNTY AS OFFICIAL DEPARTMENT

Lancaster-Fairfield Public Transit has joined Fairfield County as an official county department. This strategic transition aims to enhance public transportation services and ensure more efficient, accessible, and reliable transit options for the residents, visitors and workforce of Fairfield County.



Read the full press release using the button below.

[Read the Press Release](#)

AIRPORT HANGAR UPDATES

Construction work for the exciting developments at the Fairfield County Airport (LHQ) have been awarded to Setterlin Construction! Groundwork for additional hangar storage will begin in August 2024. Additional hangars will help support the growing demand from general aviation and corporate users. The project is scheduled to be completed in August 2025.



ROAD CLOSURES AND UPCOMING PROJECTS

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



[ENGINEER'S PAGE](#)

Career Spotlight

We are excited to feature Bennett Niceswanger, communications and information coordinator for the Board of Commissioners, as this month's career spotlight. In his role, Bennett distributes informative items to the public and manages Fairfield County's social media pages and website. He works closely with the Commissioners' Clerk and Fairfield County Records Center and serves as the appointed Secretary for the Records Commission.



Bennett has been in his current role since January of 2022, but his path with Fairfield County didn't start then. While completing his degree through Miami University, Bennett worked as an intern for the County in many areas. His internship with Commissioner Davis confirmed where he wanted his career to land.

Bennett, including others around the state, see the impact that all the County agencies make through wonderful collaboration and innovation while working together. Bennett's top advice to those wanting a similar career is to latch on to opportunities as they are presented and be open to networking to make valuable connections.

Job Openings

NOW HIRING: PART-TIME TRANSIT OPERATOR

Join a team dedicated to providing reliable and friendly transportation services and embark on a rewarding journey! Embrace the opportunity to make a positive impact without needing a CDL—just your commitment to safe and reliable transportation!

Drive change with Lancaster Fairfield Public Transit (LFPT) as a part-time bus driver. This individual is responsible for driving public transit vehicles, including vans and buses, in a safe and efficient manner to transport passengers to specific locations.

WE ARE HIRING!

PART-TIME TRANSIT OPERATOR

Lancaster Fairfield Public Transit

- join the newest county department
- be a part of one of the fastest growing counties in Ohio
- hourly rate: \$17.33 - \$21.66

To learn more about this career opportunity, visit our website!

Learn more and apply today here:

<https://www.governmentjobs.com/careers/fairfieldcountyoh/jobs/4556796/part-time-transit-operator?sort=PostingDate%7CDescending&pagetype=jobOpportunitiesJobs>

NOW HIRING: SOIL & WATER ENGINEERING TECHNICIAN

The Fairfield Soil & Water Conservation District Engineering Technician. Duties associated with this position include surveying, designing, laying-out, inspecting and performing as-builts according to NRCS National Conservation Planning and Procedures Handbook, NRCS Standards and Specifications and other related handbooks; assisting in all phases of administering the State Pollution Abatement Program, the Environmental Quality Incentives Program (EQIP) and the

WE ARE HIRING!

Soil & Water Engineering Technician

Fairfield Soil & Water Conservation District

- work indoors and outdoors
- competitive wages and benefits
- be a part of one of the fastest growing counties in Ohio

Learn more by visiting our website!

Conservation Reserve Program (CRP); developing a thorough understanding of the Engineering Field manual, the Agricultural Waste Management Field Handbook, Extension 604 bulletin and relevant Midwest Plan Service handbooks; and utilizing computer-aided drafting, engineering software and modern surveying techniques to produce quality documents in an efficient manner.

Learn more and apply today here:

<https://www.governmentjobs.com/careers/fairfieldcountyoh/jobs/4577710/soil-water-engineering-technician?sort=PostingDate%7CDescending&pagetype=jobOpportunitiesJobs>

View the full list of heck out the current job openings in Fairfield County by scanning the QR code below, or [clicking here](#).



Board Openings

The following boards currently have vacancies:

Regional Planning Commission: Agriculture, Education, and Minorities

- **Agriculture:** This representative would ideally be a producer, processor or some other related agriculture field and would represent the interest of the agriculture and farming community in all the RPC's planning activities.
- **Education:** The representative would ideally be from a K-12, technical or higher education to represent the interest of the educational community in all the RPC's planning activities.
- **Minorities:** This representative would ideally be from or serve a minority population to represent minority views and interests in the community.

- **Requirements:** Must be a Fairfield County resident. Board members serve three year terms. Meetings will take place at 6 p.m. every Tuesday of the month. Potential subcommittee meeting attendance depending upon the RPC's current project load. Occasional attendance at County Commissioners meetings required.

Law Library Board: The law library board provides legal research, reference, and library services to the county and to the municipal corporations, townships, and courts within the county and shall manage the coordination, acquisition, and utilization of legal resources.

- **Requirements:** Board members serve 5 year terms.

Important Dates & Events

Mark your calendars for these important dates in the County!

Lancaster Festival - July 18 - 27 in Downtown Lancaster.



2024 State of the County Address - 11 a.m. on August 27 at the Fairfield County Liberty Center.

250 Plates - 4 p.m. to 7 p.m. on September 29 at 104 N. Broad Street, Lancaster.

Registration for the 2024 State of the County is open! Join us on Tuesday, August 27, at the Liberty Center to hear from the Commissioners about what's going on in Fairfield County.

Register on the [Lancaster Fairfield County Chamber of Commerce website here.](#)

**2024 State of Fairfield County Address
Sign-Up Today!**

Tuesday, Aug. 27

Networking & Registration - 11 a.m.

Lunch - 11:30 a.m.

Presentations - Noon

Featuring updates from the Fairfield County Commissioners:

Steve Davis

Jeff Fix

Dave Levacy

*** **NEW LOCATION** ***

Fairfield County Liberty Center

951 Liberty Drive, Lancaster

Your County Commissioners



[Steve Davis](#)



[David L. Levacy](#)



[Jeff Fix](#)

SERVE. CONNECT. PROTECT.



Certificate of Special Recognition

presented to:

Annette Mash

The Fairfield County Commissioners recognize your dedication and many contributions, which include countless successful Job & Family Services audits, the training of fiscal specialists, and assistance with county organizations such as the Family and Children First Council. We are also aware of your exceptional work detail, perseverance through departmental change, compassion for fellow employees, and willingness to share historical knowledge. We would like to express our sincere appreciation for your thirty-one years of service to Fairfield County and its residents.

Presented on July 23, 2024

Steven A. Davis
Commissioner

Jeffrey M. Fix
Commissioner

David L. Levacy
Commissioner



Lancaster-Fairfield Transit Development Plan

County Commission Meeting
July 30, 2024



Agenda

- Intro and Overview
- Schedule
- Public Outreach Summary
- Evaluation & Recommendations
- Implementation Plan
- Finance Plan
- Next Steps





LANCASTER

Introduction and Overview



FAIRFIELD
COUNTY • OHIO

Intro | About Transit Services



Curb-to-curb

- Operates within County, and up to 100 mi. from Lancaster if time permits
- One-day advance notice needed, same-day service if time permits
- Standard fare: \$2

Loops

- Loops drive a set route, but can deviate $\frac{3}{4}$ mi.
- 5 loops in Lancaster
- 1 loop in Pickerington
- 1 AM/PM loop to Carroll
- Deviations require one-day advance notice
- Standard Fare: \$.50



Intro | TDP Overview

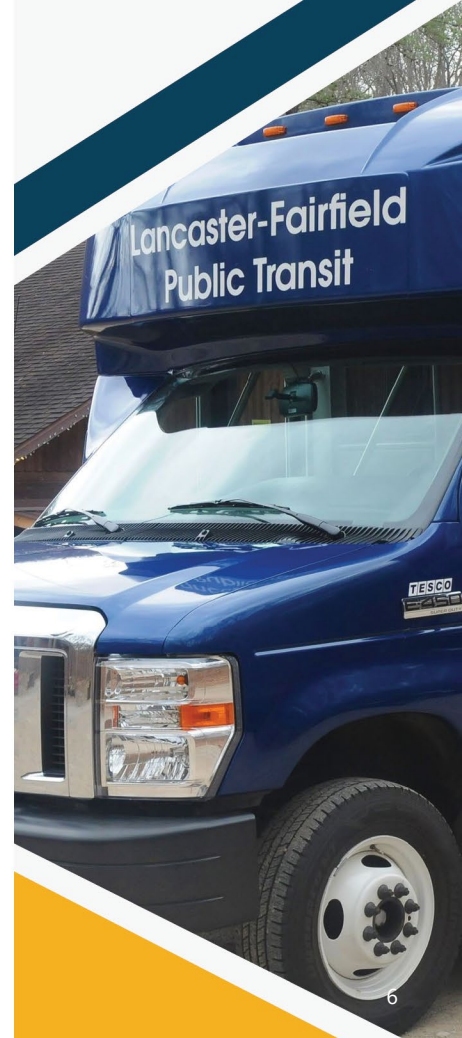
- Helps a transit agency to meet community needs in an efficient/economic manner
 - Evaluate demographics & travel behavior
 - Assess existing transit options
 - Conduct public involvement & outreach
 - Determine transit needs
 - Develop service & implementation plans
- Short-term plan for capital and operating purposes
- Involves governing body in plan development (City of Lancaster/Fairfield County)



Intro | TDP Overview

What a TDP is **not**:

- A budget
- A legal document
- A Capital Improvement Program (CIP)





Schedule



Schedule



Task	Jan	Feb	Mar	Apr	May	Jun	Jul
Project Management		★		★	★		★
Study Overview & Area Summary							
Service Analysis of Existing Conditions							
Public/Stakeholder Outreach							
Service Alternatives & Capital Needs							
TDP Outcomes & Documentation							★ ★

- ★ Advisory Committee
- ★ Draft TDP
- ★ Fairfield County Commission to accept TDP





LANCASTER

Public Outreach Summary



FAIRFIELD
COUNTY • OHIO

Advisory Committee

- Advisory Committee comprised of key stakeholders and agency partners, updated throughout process
 - Kickoff meeting to set goals and vision for this TDP
- Members invited to committee
 - Fairfield County staff and elected officials
 - Fairfield Job and Family Services
 - Meals on Wheels Fairfield County
 - Fairfield County 2-1-1
 - City of Lancaster staff and elected officials



Stakeholder Interviews

Fairfield County Board
of Developmental
Disabilities

Licking County Transit

Groveport Rickenbacker
Employee Access Transit
(GREAT)

FunBus

Mid Ohio Regional
Planning Council

Rickenbacker Industrial
Park (COTA)

Fairfield County Medical
Center

Fairfield County Job and
Family Services



Stakeholder Themes

LFPT is vital for safe, reliable transit to essential needs

Clients rely on it for social services and work trips

Desire for improved user experience (bus stops, real-time map, branding/signage)

Establish a clear policy on "tokens" for enhanced partnerships

Collaboration with community partners, employers, & regional agencies is key

Strong push for more marketing, ads, education, and media



Survey Overview

- Press Release
- Social Media
- Closed April 26th
- 78 responses



Lancaster-Fairfield Public Transit
April 18 at 11:25 AM · 🌐

Have you shared your thoughts with us yet? It only takes a few minutes to complete the transit survey. This is the last week to give us your input on transit services. The deadline is April 26th. We hope to hear from you soon!

Here is the survey link : <https://arcg.is/1HWP4n>

 
**LANCASTER-FAIRFIELD
PUBLIC TRANSIT SURVEY**

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

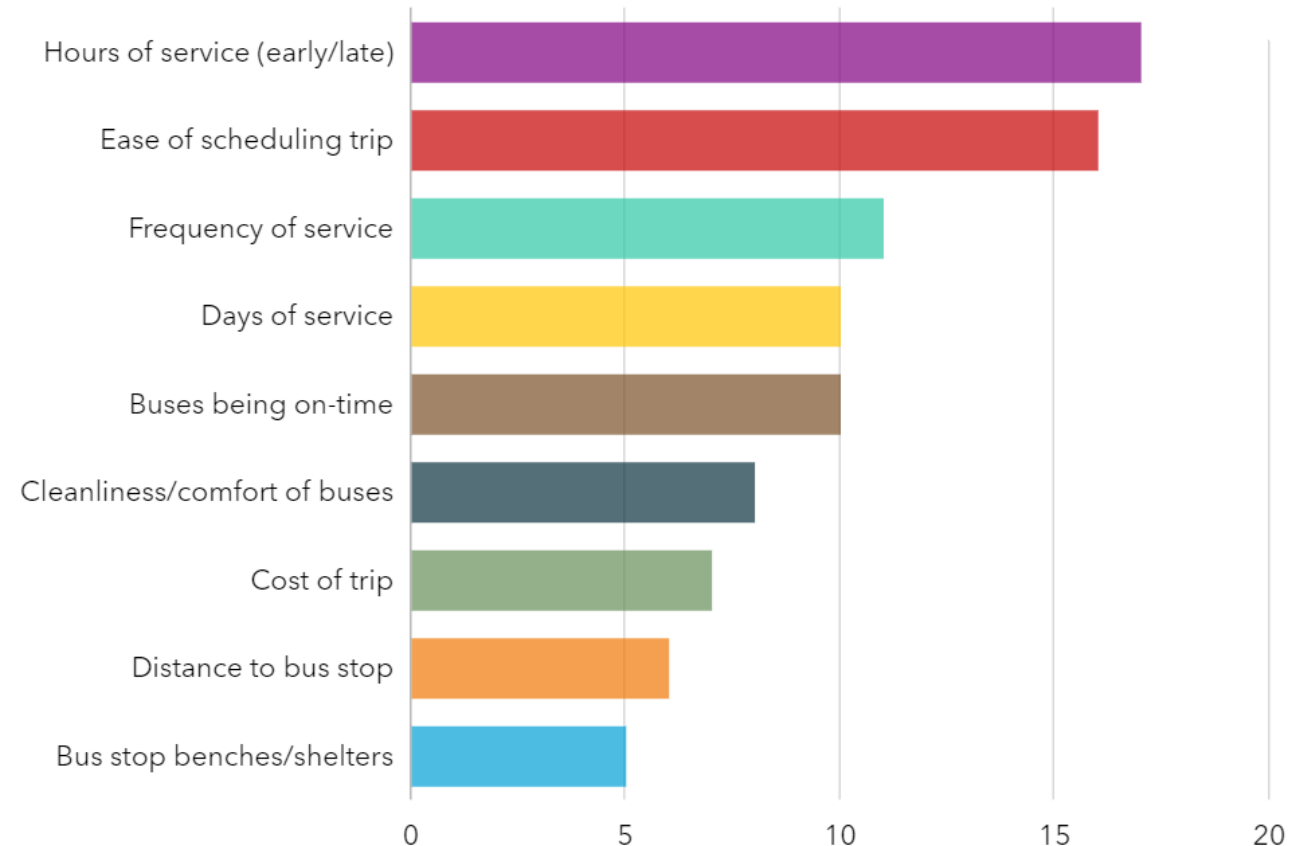
[Scan QR code or go to arcg.is/1HWP4n](https://arcg.is/1HWP4n)



Survey Themes | Improvements

- Faster travel times, more service hours/days, improved availability
- Making transit functional for workers
- Add more regional loop services to other towns
- Teach people how to schedule/ride – educate
- Benches/shelters/signs

Which of the following are most important to you? *



Discussion Groups

Driver Operators

- Positive working environment
- Challenging to handle logistics of popular times, notably homeless shelter
- Would appreciate a proper transit hub

Riders

- Expressed Loop service is vital for essential needs
- Satisfied with fare and operating areas
- Would like real-time tracking and stop amenities
- Express uncertainty with arrival times for Loop buses



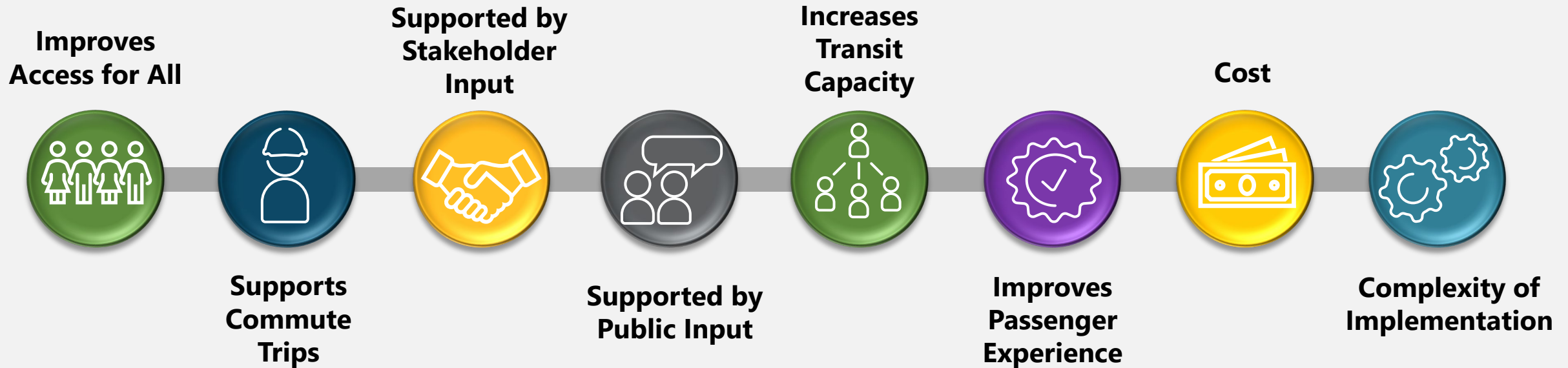


LANCASTER

Evaluation & Recommendations



Alternatives Evaluation | Criteria



Evaluation | Service Alternatives

Alternatives	Score	Evaluation Criteria								
		Improves Accessibility	Supports Commuter Trips	Supported by Stakeholder Input	Supported by Public Engagement	Increases Transit Capacity	Improves Passenger Experience	Cost	Professional Judgment	Complexity of Implementation
Service										
Increased span										

Increased Span:

- Improves accessibility greatly
- Supports commuter trips somewhat
- Well supported by public feedback
- Increases capacity/ability to move people somewhat
- Improves passenger experience somewhat
- Moderate cost for increased hours
- Suitable, simple alternative based on professional judgment

Evaluation | Service Alternatives

Alternatives	Score	Evaluation Criteria								
		Improves Accessibility	Supports Commuter Trips	Supported by Stakeholder Input	Supported by Public Engagement	Increases Transit Capacity	Improves Passenger Experience	Cost	Professional Judgment	Complexity of Implementation
Service										
Increased span		●	◐	●	◐	◐	◐	◐	◐	◐
Late Shift Connect Program		●	●	●	◐	◐	◐	◐	◐	◐
Bottom-hour Loops		◐	◐	◐	◐	●	◐	○	●	◐
Saturday Service		◐	◐	●	●	◐	◐	◐	◐	◐
Increased frequency - Pickerington		◐	◐	◐	◐	◐	◐	◐	◐	◐
Sunday Service		◐	◐	◐	◐	◐	◐	◐	◐	◐
Regional expansion - Reynoldsburg		◐	●	◐	◐	◐	◐	◐	◐	◐
Regional expansion - Rickenbacker		◐	●	◐	◐	◐	◐	◐	◐	◐

Evaluation | Infrastructure Alternatives

Alternatives	Score	Improves Accessibility	Supports Commuter Trips	Supported by Stakeholder Input	Supported by Public Engagement	Increases Transit Capacity	Improves Passenger Experience	Cost	Professional Judgment	Complexity of Implementation
infrastructure										
Improve bus headsigns										
Expand hub infrastructure										
Add bus shelters										
Improve user-friendliness of signage										

Evaluation | Tech/Policy Alternatives

Alternatives	Score	Improves Accessibility	Supports Commuter Trips	Supported by Stakeholder Input	Supported by Public Engagement	Increases Transit Capacity	Improves Passenger Experience	Cost	Professional Judgment	Complexity of Implementation
Technology										
Evaluate scheduling software options		●	◐	◐	◐	◐	●	◐	◐	◐
Real-time bus info		◐	◐	◐	◐	◐	◐	◐	◐	◐
Policies, Plans, & Marketing										
Community education		◐	◐	●	◐	◐	●	●	●	●
Improved marketing		◐	○	●	◐	◐	◐	◐	◐	●
On-time performance		◐	◐	○	◐	◐	◐	◐	◐	●
Separate Loop & Demand		◐	○	◐	◐	○	◐	◐	◐	●
Offer fare booklets/monthly		○	◐	○	○	○	◐	●	◐	◐

Evaluation | Criteria Note

- Logical timing
- Professional judgment
- Funding availability





LANCASTER

COMMUNITY DEVELOPMENT

Implementation Plan



FAIRFIELD
COUNTY · OHIO

Implementation Plan

Alternative Description	Phase 1 – Transition	Phase 2 – Improve Current Services				Phase 3 – Expand
	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Beyond
Rebranding Program						
Strategic Planning						
Second Run (Pickerington/Carroll)						
Bottom of Hour (Main Loop)						
Bottom of Hour (Memorial Loop)						
Bottom of Hour (Sheridan Loop)						
Add Friday (Pickerington/Carroll)						
Service Efficiencies from New Scheduling Software						
Bottom of Hour (North Loop)						
Bottom of Hour (West Loop)						
Saturday Service (Loops)						
Sunday Service (Demand Response)						
Late Shift Connect Pilot						
Facility/Hub Site Selection Analysis						



LANCASTER

Recommendation Phasing



Transit Plan Phasing



Transition to County

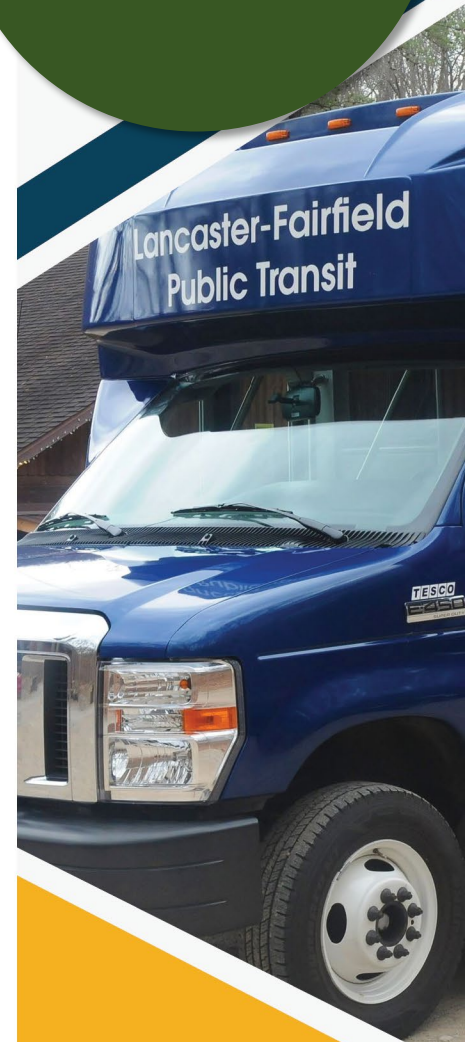
- This phase is characterized by maintaining business-as-usual while the agency transitions from City to County Management.
- Includes some Rebranding Program efforts such as bus headsigns and marketing
- Includes Strategic Planning efforts
- FY 24/25



Improve Current Services

- This phase focuses on improvements to current services including:
 - Earlier/later operating times for Loop and Curb-to-Curb
 - Adding bottom-of-the-hour service to Loops
 - Adding weekend services on Loops
 - Adding Sunday service on Curb-to-Curb
- FYs 25/26 – 28/29

2
Improve



Expand Service Area(s)

- This phase proposes new route pilot programs including:
 - Late Shift Connect worker commute program (pilot)
- Also includes a Facility/Hub Study to evaluate whether a permanent transfer hub is useful and if yes, where
- FY 29/30

3
Expand



Beyond the TDP

- Alternatives beyond the time frame of the TDP:
 - New Route Extensions: Pilot to Rickenbacker/Reynoldsburg
 - Other Examples: Fare Study/new fare options, redesigned stop signage, branding of Loop vs Curb to Curb vehicles
- FY 30/31 +

Beyond

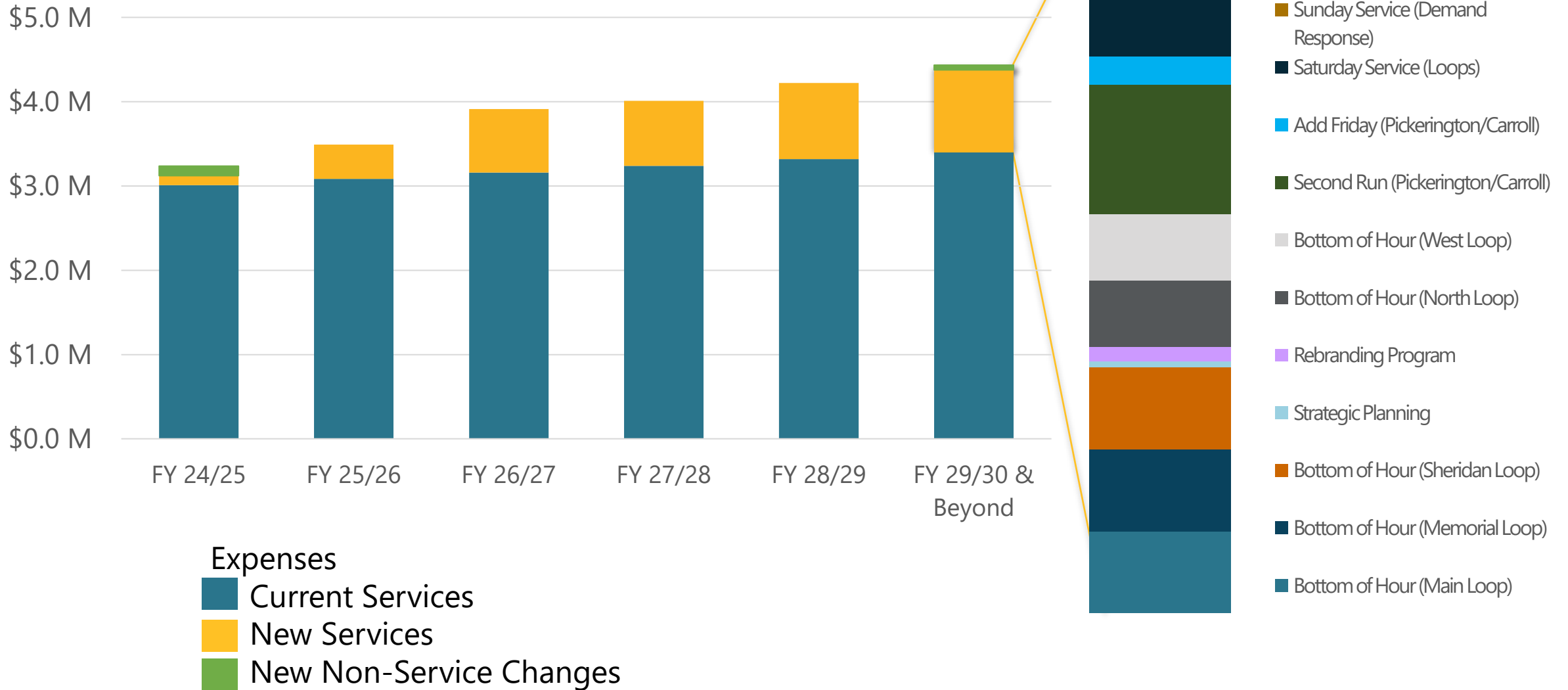




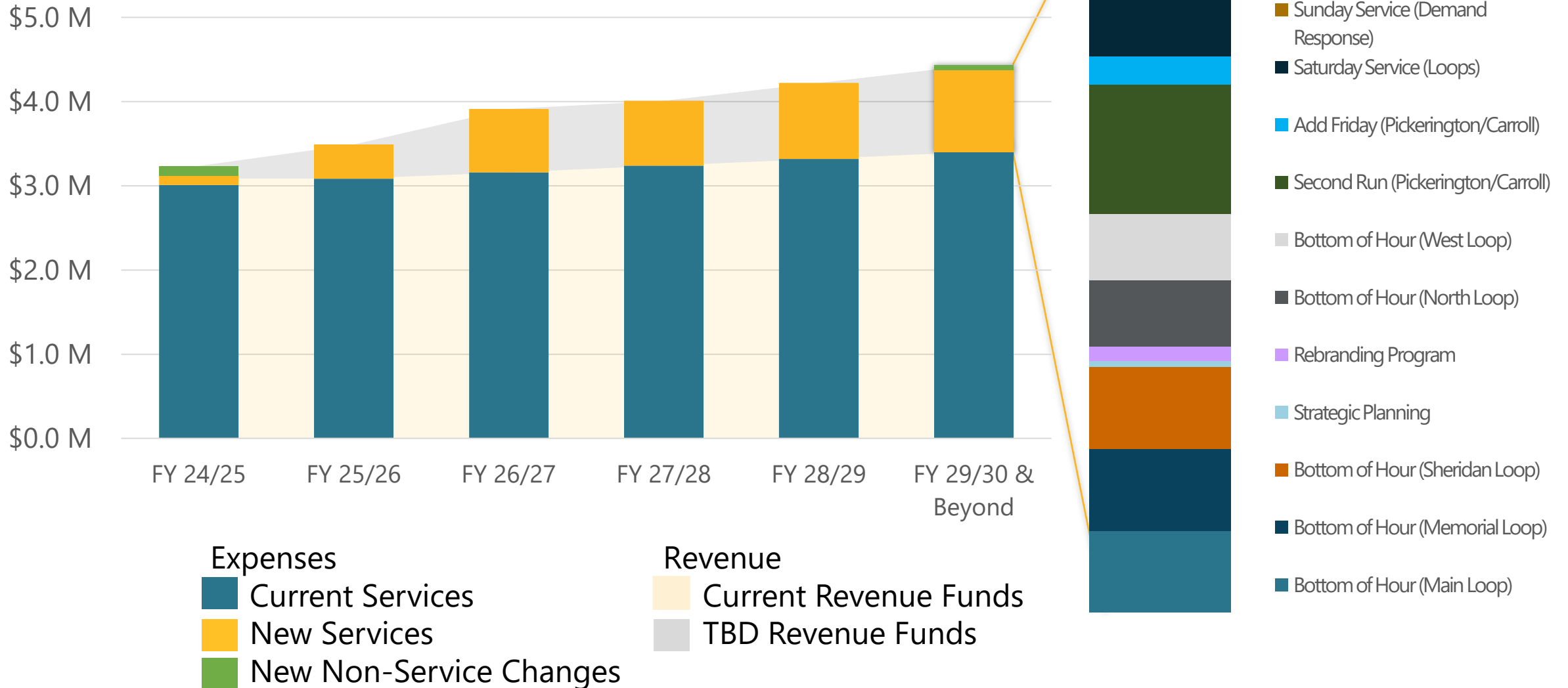
Finance Plan



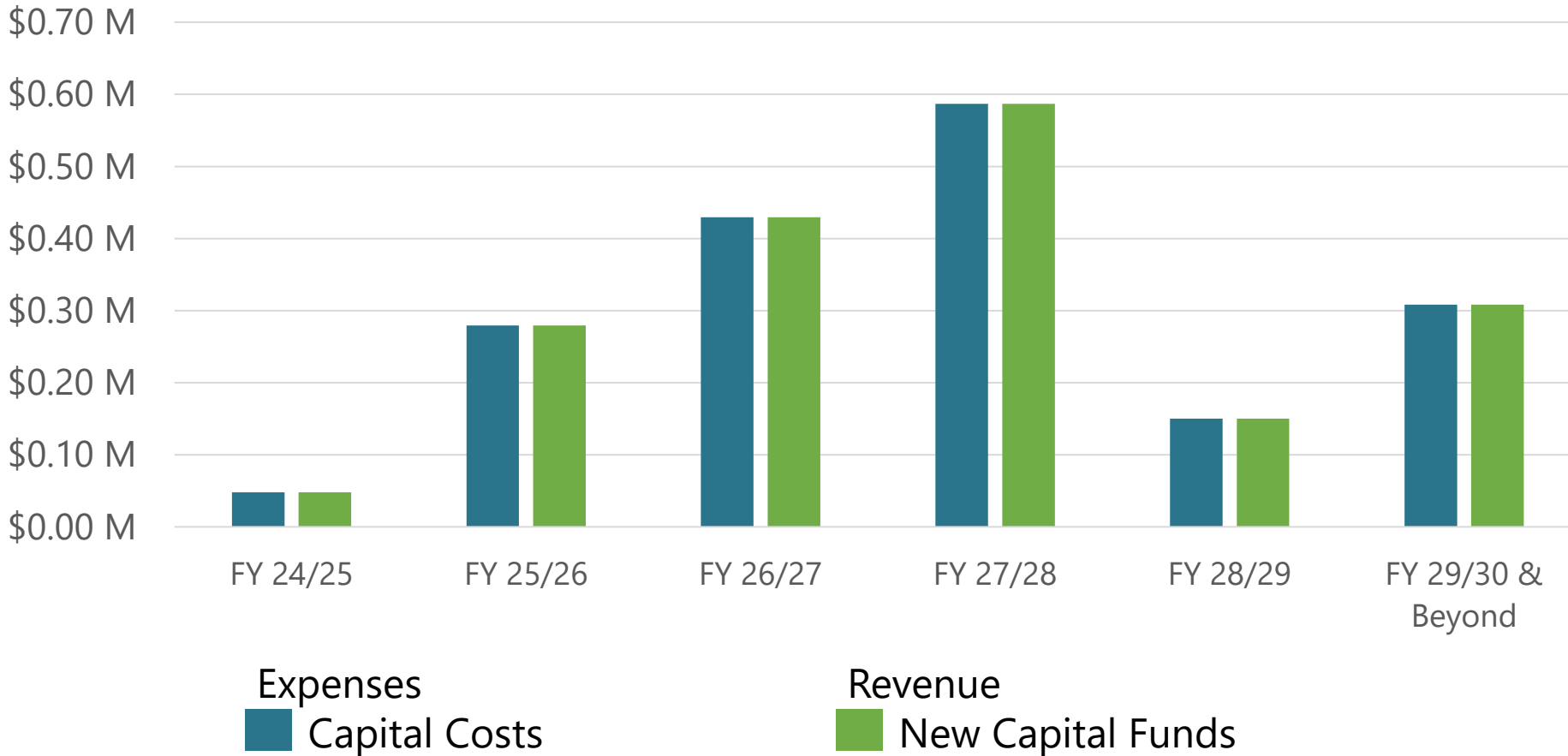
Finance Plan | Operating & Capitalized Maintenance



Finance Plan | Operating & Capitalized Maintenance

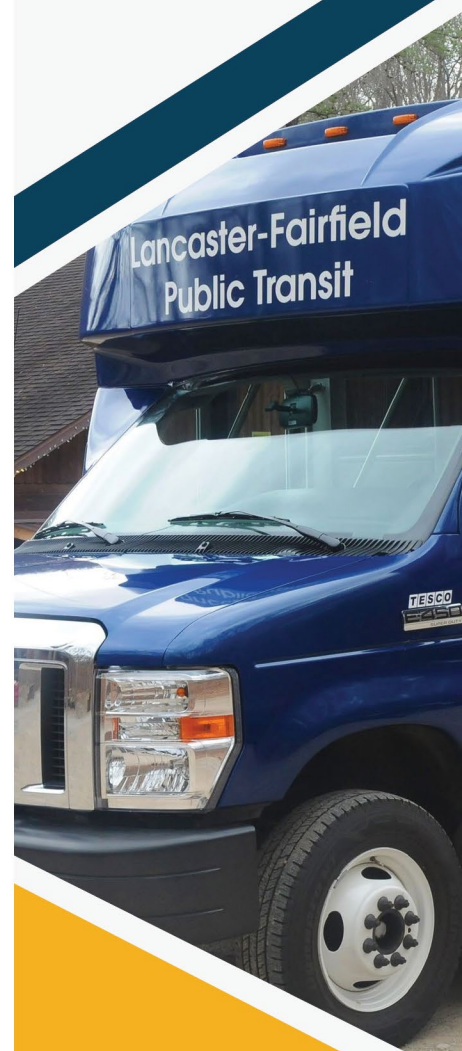


Finance Plan | Capital



Next steps

- Send finalized plan to ODOT and notify completion



Questions?





Blue



**Ribbon
Run**



Go to Citizens to Protect
Children and the Elderly-
Fairfield County

The 5K Run/Walk supports children and elderly who have experienced maltreatment and/or exploitation.

5K

Run/Walk



Oct. 5

Starts at 9 a.m.

Victory Park in Pickerington

Registration:

Scan, go to our Facebook, or
[https://runsignup.com/Race/OH/Pickerington/
RunforChildrenandtheElderly5k](https://runsignup.com/Race/OH/Pickerington/RunforChildrenandtheElderly5k)



Paid for by Citizens to Protect Children and the Elderly from Abuse and Neglect

CORPORATE SPONSORSHIP PROGRAM

8th Annual Blue Ribbon Run 5K

Partner with Citizens to Protect Children and the Elderly for our 8th annual 5K run/walk. This 5K supports children and elderly who have experienced maltreatment and/or exploitation.



Event Sponsor: \$1,000

- Recognition as Event Sponsor
- Logo on 5K registration site and all event materials
- Prominent inclusion of company logo on event signage
- Recognition on event page with company logo and link to your website
- Recognition on Facebook as an Event Sponsor
- Key placement of logo on t-shirt
- Ability to set up an event site display booth
- Ability to include promotional items at the event



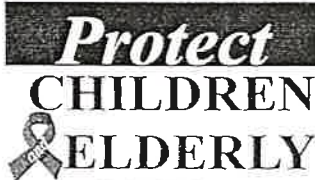
Corporate Sponsor: \$500

- Logo on 5K registration site and all event materials
- Key placement of logo on t-shirt
- Recognition on event page with company logo and link to your website
- Recognition on Facebook
- Ability to set up an event site display booth
- Ability to include promotional items at the event



T-shirt Sponsor: \$250

- Logo on t-shirt
- Logo on 5K page registration site
- Ability to include promotional items at the event



Citizens to Protect Children and the Elderly
CTPCE@outlook.com

CORPORATE SPONSORSHIP COMMITMENT FORM

Please indicate your desired level of sponsorship, complete the form and return to Citizens to Protect Children and the Elderly.

Thank you for your commitment to our community!

Date: _____

Contact person: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Event Sponsor: \$1,000

Corporate Sponsor: \$500

T-shirt Sponsor: \$250

Method of Payment:

_____ *Check Enclosed* _____ *Please bill company*

For more information regarding sponsorship opportunities, please contact Stacey Bergstrom, at (740) 334-180 CTPCE@outlook.com



Citizens to Protect Children and the Elderly
CTPCE@outlook.com (hyperlink)
616 Brevard Circle, Pickerington, Oh 43147

REGULAR MEETING #32 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JULY 30, 2024

AGENDA FOR TUESDAY, JULY 30, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for July 23, 2024
- Commissioners
- 2024-07.30.a A Resolution Authorizing the Approval of Proclamations [Commissioners]
- 2024-07.30.b A Resolution to Approve the One Time Strategic Community Investments
Grant Agreement [Commissioners]
- 2024-07.30.c A Resolution to Appropriate from Unappropriated into a Major Expense
Category, Fund-to-Fund Transfer for the Match, and Cash Advance from the General
Fund for Fund #3011, Federal Aviation Administration Grants for FY2024
[Commissioners]
- 2024-07.30.d A Resolution Authorizing to Appropriate from Unappropriated into a Major
Expenditure Category to the General Fund #1001 and a Fund-to-Fund Transfer from
General Fund #1001 to the Capital Improvement Fund #3435 [Commissioners]
- 2024-07.30.e A Resolution to Approve a Memo Expense and Memo Receipt for
Reimbursing Fairfield County Utilities [Commissioners]
- Fairfield County Board of Developmental Disabilities
- 2024-07.30.f A Resolution to Approve a Reimbursement for Share of Costs for Ethernet
Services Paid to AT&T as a Memo Expenditure, Fund #2060 [Board of
Developmental Disabilities]
- Fairfield County Court of Common Pleas
- 2024-07.30.g A Resolution to Appropriate from Unappropriated in a Major Expenditure
Object Category for Common Pleas Court; Fund # 2852, Targeted Community
Alternative to Prison [Common Pleas Court]
- 2024-07.30.h A Resolution to Appropriate from Unappropriated in a Major Expenditure
Object Category for Common Pleas, Fund #2839, Common Pleas Recovery Court
Grant [Common Pleas Court]

Fairfield County Engineer

2024-07.30.i A Resolution to Set a Commissioner's Viewing date of September 10, 2024, at Times Listed for Multiple Locations, and a Final Hearing Date of September 24, 2024, at 9:15 a.m., to Determine the Necessity for Establishing, Altering, and Widening of Various Roads and Bridges in Fairfield County, Ohio [Engineer]

2024-07.30.j A Resolution to set a Commissioner's Viewing date of September 17, 2024, at Times Listed for Multiple Locations and a Final Hearing Date of September 24, 2024, at 9:15 a.m. to Determine the Necessity for Establishing, Altering, and Widening of Various Roads and Bridges in Fairfield County, Ohio [Engineer]

2024-07.30.k A Resolution to Change a Bridge Load Rating (GRE-22) [Engineer]

Fairfield County Juvenile/Probate Court

2024-07.30.l A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2036, Ohio Department of Youth Services – Reclaim [Juvenile/Probate Court]

2024-07.30.m A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund #2036 Ohio Department of Youth Services - Reclaim [Juvenile/Probate Court]

Fairfield County Regional Planning Commission

2024-07.30.n A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Nash Builders for CDBG PY2022, Village of Pleasantville, Ballfield Improvements Project [Regional Planning Commission]

2024-07.30.o A Resolution Authorizing the Approval of a Contract Agreement by and between the Fairfield County Board of County Commissioners and the Spires Paving Company [Regional Planning Commission]

2024-07.30.p A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Spires Paving Company for CDBG PY2022, Village of Pleasantville, Hickenlooper Street Improvements Project [Regional Planning Commission]

2024-07.30.q A Resolution to Approve the South Hampton, Section 2, Part 1 Final Plat [Regional Planning Commission]

Fairfield County Sheriff

2024-07.30.r A Resolution Authorizing the Approval of a Service Agreement by and between the Fairfield County Sheriff's Office and Bloom Carroll Schools [Sheriff]

2024-07.30.s A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category [Sheriff]

2024-07.30.t A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2027, Commissary [Sheriff]

2024-07.30.u A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2442, Commissary [Sheriff]

2024-07.30.v A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2503, Police Revolving [Sheriff]

Payment of Bills

2024-07.30.w A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for August 6, 2024, 7:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd., Pickerington

Adjourn

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.

Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 2024

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.

Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 2024

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.

Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 2024

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.

Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 2024

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 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.

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

**Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 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 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

Regular Meeting #31 - 2024
Fairfield County Commissioners' Office
July 23, 2024

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

2024-07.30.a

A Resolution Authorizing the Approval of Proclamations

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

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

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

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

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Recognizing August as Child Support Awareness Month

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

WHEREAS, the Board of Commissioners recognizes that child support is an essential element in providing family stability, helping children grow up safe and healthy, and providing children with the opportunity for a better life; and

WHEREAS, the Fairfield County Child Support Enforcement Agency collects over \$21M per year in child support and during Child Support Awareness Month, we recognize the importance and impact that financial stability has on the lives of children; and

WHEREAS, the Board of Commissioners agrees upon the importance of education and outreach as part of a customer service philosophy and as part of the efforts to help encourage compliance with court-ordered obligations for child support; and

WHEREAS, in order for Fairfield County to continue to build upon its successes in collecting child support, continued education, outreach, and partnership development are required.

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

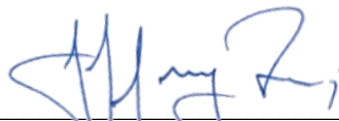
August as Child Support Awareness Month

We in Fairfield County encourage employees and citizens to participate in the planned activities that promote partnerships and help ensure that the children of Fairfield County receive the financial support they need and deserve.

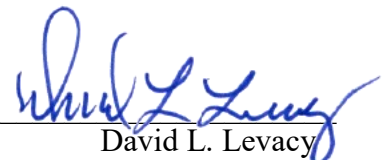
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 30th day of July in the Year of Our Lord, Two Thousand Twenty-Four.



Steven A. Davis
Commissioner



Jeffrey M. Fix
Commissioner



David L. Levacy
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing International Overdose Awareness Day 2023

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

WHEREAS, International Overdose Awareness Day is recognized globally on August 31st, to raise awareness about the risks of overdosing; and

WHEREAS, Overdose Awareness Day aims to publicly challenge the stigma associated with substance use disorders and overdosing; and

WHEREAS, Overdose Awareness Day is an opportunity to educate the community and encourage those struggling with addiction to reach out for help; and

WHEREAS, the Commissioners wish to remember the individuals whose lives have been lost from overdosing, and to acknowledge the grief felt by families, friends, and communities; and

WHEREAS, every person deserves our best efforts to prevent injury and death from overdose, and it is imperative to support overdose prevention policies and projects.

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

August 31st as International Overdose Awareness Day

We call upon citizens in Fairfield County to observe this day to increase awareness and to encourage those struggling with addiction; and to offer gratitude to those who work tirelessly to help with recovery.

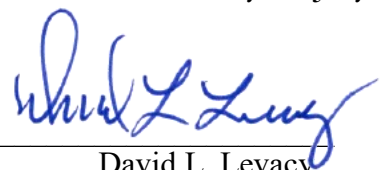
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 30th day of July in the Year of Our Lord, Two Thousand Twenty-Four.



Steven A. Davis
Commissioner



Jeffrey M. Fix
Commissioner



David L. Levacy
Commissioner

Signature Page

Resolution No. 2024-07.30.a

A Resolution Authorizing the Approval of Proclamations

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the One Time Strategic Community Investments Grant Agreement

WHEREAS, pursuant to Substitute House Bill 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to the Office of Budget and Management (OBM) as One Time Strategic Community Investments;

WHEREAS, the Fairfield County Board of Commissioners is an eligible applicant to apply for One Time Strategic Community Investments; and

WHEREAS, pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for the projects listed in that section in the amounts listed;

WHEREAS, Fairfield County was appropriated \$2,000,000 for the project titled, Government Services Building Acquisition and Renovation;

WHEREAS, pursuant to Section 200.30 of the Act, Fairfield County needs to enter into an agreement prior to receiving a grant disbursement.

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' President or Vice President sign the One Time Strategic Community Investment agreement.

Section 2. The Fairfield County Board of Commissioners authorizes the County Administrator to work with the Economic and Workforce Development Director to complete any additional agreements or reporting to carry out the approved grant activities and requirements.

Prepared by: Aundrea N. Cordle
cc: Rick Szabrak

**GRANT AGREEMENT BETWEEN
THE OFFICE OF BUDGET AND MANAGEMENT AND**

This Grant Agreement (“Agreement”) is made and entered into by and between the State of Ohio (the “State”), through the Ohio Office of Budget and Management (“OBM”), acting by and through its Director, and located at 30 East Broad Street, 34th Floor, Columbus, Ohio 43215, and the (the “Recipient” or “Grantee”), acting by and through its authorized representative, and located at (each individually a “Party” or collectively the “Parties”).

WHEREAS, pursuant to Section 200.20 of Substitute House Bill 2 (the “Act”), the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments;

WHEREAS, pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for the projects listed in that section in the amounts listed;

WHEREAS, pursuant to Section 200.30 of the Act, OBM, prior to disbursing a grant to a Recipient, shall enter into this Agreement with the Recipient;

WHEREAS, pursuant to Section 200.30 of the Act, the Recipient, as part of this Agreement, shall agree to complete a final report, in a form and manner prescribed by OBM, detailing how the Recipient used the grant and submit the report to OBM; and

WHEREAS, pursuant to Section 200.30 of the Act, the Grantee was appropriated for the project titled (the “Project”).

NOW, THEREFORE, for the purposes of providing these grant funds to the Grantee in accordance with the Act, the Parties hereby covenant and agree as follows:

1. **Funding Amount and Purpose.** OBM agrees to provide the Grantee via electronic funds transfer to be used by the Grantee for the purposes of funding the Project. In no event shall the State or OBM’s financial commitment to the Grantee exceed as provided for in this Section. Any funds provided under this Agreement that are not spent in conformity with the intent and purpose of the appropriation designated in Section 200.30 of the Act or in violation of other federal, state, or local laws, rules, regulations, or Executive Orders shall be returned in full to the State. Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations of the General Assembly.
2. **Certification of Funds.** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations of the Parties under this Agreement shall be binding on either Party until all statutory provisions of the Ohio Revised Code (“R.C.”) including, without limitation, R.C. 126.07, have been complied with, and until such time as all funds have been made available.
3. **Bonded and Insured Employees and Agents.** The Grantee hereby certifies to OBM that: (i) all individuals or agents of the Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement are or will be fully bonded or insured against the loss of such

funds; (ii) the bonding agent or insurer shall be licensed to do business in Ohio; and (iii) no part of the funds acquired by the Grantee through this Agreement shall be spent to obtain that bonding or insurance.

4. **Performance Period; Report of Expenditures.**

- a. **Initial Period.** The Grantee acknowledges the performance period for this Agreement runs through June 30, 2026. The Grantee will make a good faith effort to complete the Project on or before June 30, 2026. No later than July 31, 2026, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- b. **Extension.** If the Grantee has not expended all funds for the Project by June 30, 2026, the Parties, by mutual consent, may extend this Agreement. In lieu of a final report as provided in Section 4(a) of this Agreement, the Grantee agrees to submit an interim report to OBM detailing the use of funds and the expected completion date of the Project. The interim report shall be submitted to OBM no later than July 31, 2026. As permitted by the extension, no later than thirty (30) days following completion of the Project or the expenditure of all funds, whichever is sooner, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- c. **Project Incompletion.** To the extent applicable, should the Grantee decide not to complete the Project as provided in this Agreement, the Grantee will provide OBM with a final report detailing why the Grantee has chosen not to proceed with the Project. The final report shall be submitted to OBM no later than the last agreed upon date for completion of the Project. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.

5. **Relationship of the Parties.** It is fully understood and agreed to by the Grantee that neither the Grantee nor its officers, employees, agents, representatives, contractors, or other personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State or OBM.

6. **Term of Agreement.**

- a. **Effective Date.** This Agreement shall commence and be binding on the Parties upon the completion of: (i) the signature of the Grantee's authorized representative below; and (ii) the Grantee's receipt of funds.
- b. **Expiration.** This Agreement will, unless otherwise earlier terminated herein, expire two (2) years following the date of the Grantee's submission of its final report to OBM pursuant to Section 4 of this Agreement.

Provisions of this Agreement have no force upon expiration unless its context provides otherwise.

- c. **Termination for Cause.** OBM reserves the right to terminate this Agreement upon written notice to the Grantee and to recover any funds distributed to the Grantee, or by the Grantee to contractors or other payees, in violation of the terms of this Agreement.
 - d. **Breach; Opportunity to Cure.** OBM, in its sole discretion, may permit the Grantee to cure a breach in this Agreement. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding OBM permitting a period of time to cure the breach or the Grantee's cure of the breach, nothing in this Agreement shall prohibit the State or OBM from exercising any other rights or remedies available to it under federal or state law.
7. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the funding opportunity. The authorized representative on the grant agreement will serve as the main point of contact for this funding whereas additional contacts listed on the funding request form, as applicable, will serve as grant contacts for administrative purposes.
8. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee to OBM within forty-five (45) days of demand. Any such remittance shall include a copy of this Agreement.
9. **Reports and Records.** During the term of this Agreement and for two (2) years following the date of the Grantee's submission of its final report to OBM, the Grantee shall keep and make all reports and records associated with the grant under this Agreement available to the State, OBM, the Ohio Auditor of State, or other authorized representatives or agents of the foregoing as necessary upon request.
10. **Liability; Waiver of Liability.** The Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each Party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that OBM does not indemnify the Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of the Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall OBM be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against OBM or any department, agency, or official of the State in the case of claim or suit arising from the funds provided to the Grantee under this Agreement. The Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against OBM and its employees, agents, officials, and attorneys arising from, or relating to, this Agreement.

11. **Public Funds Compliance.** The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by the Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. Funds granted to the Grantee shall be held in compliance with Chapter 135 of the Revised Code, as applicable.
12. **Ohio Ethics Law.** The Grantee certifies that it is in compliance with and will continue to adhere to the requirements of the Ohio ethics and conflict of interest laws as found in Chapter 102 of the Revised Code and R.C. 2921.42 and 2921.43. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
13. **Drug-free Workplace.** The Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace and shall make a good faith effort to ensure that none of its employees or permitted contractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
14. **No Findings for Recovery.** The Grantee represents and warrants to the State that no officer, employee, or agent is subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by OBM to be false, the Agreement shall be void ab initio as between the Parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
15. **Employment Nondiscrimination.** Pursuant to R.C. 125.111, the Grantee agrees that Grantee and any contractor or subcontractor will not discriminate against any citizen of this state in the employment of a person qualified and available to perform work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. In addition, the Grantee further agrees that Grantee and any contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, will not discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. To the extent applicable, the Grantee represents that the contractor(s) from whom the Grantee makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, and has filed a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development.
16. **Prevailing Wage.** To the extent applicable, the Grantee shall comply with the prevailing wage requirements of Chapter 4115 of the Revised Code extending from this Agreement.
17. **Competitive Selection.** The Grantee shall comply with all applicable state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by the Grantee, the Grantee shall employ an open and competitive process in the selection of its contractors.

18. **Campaign Contributions.** The Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. 3517.13.
19. **Compliance with Laws.** The Grantee shall comply with Section 200.30 of the Act and all applicable federal, state, or local laws, rules, regulations, or Executive Orders in the performance of the Grantee's obligations under this Agreement.
20. **Indemnification.** Unless the Grantee is otherwise prohibited from indemnifying the State or OBM under state or federal law, the Grantee agrees to indemnify and to hold the State and OBM harmless and immune from any claims or causes of action arising from, or related to, implementing the Project, including any acts or omissions of the Grantee or its officers, employees, agents, representatives, contractors, or other personnel. Neither the State nor OBM shall be considered a party to and shall not be held liable under any contract entered into by the Grantee in carrying out its activities pursuant to this Agreement.
21. **Miscellaneous Provisions.**
- a. **Controlling Law.** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
 - b. **Days.** When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise.
 - c. **Waiver.** A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
 - d. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of OBM.
 - e. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
 - f. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
 - g. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
 - h. **Amendment.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing, and officially signed by both Parties.

- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon an electronic signature of any other Party delivered in such a manner as if such signature were an original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of OBM and the Grantee and shall be effective in accordance with Section 6(a) of this Agreement.

As to the Grantee, the Authorized Representative:

By: _____

Date: _____

As to the Ohio Office of Budget and Management:

By: Kimberly A. Murnieks

Date: July 25, 2024

Kimberly A. Murnieks
Director



**Office of Budget
and Management**

One Time Strategic Community Investments Grant Program

Guidance and Frequently Asked Questions



Purpose

The purpose of this document is to provide guidance on accessing funding provided under Section 200.30 of Substitute House Bill 2 (H.B. 2) of the 135th Ohio General Assembly.

Funding Information

Pursuant to Sections 200.20 and 200.30 of H.B. 2, the Ohio Office of Budget and Management (OBM) is appropriated \$717,800,000 to administer grants for One Time Strategic Community Investments for specific projects listed in the bill. Recipients must use these funds consistent with H.B. 2 and other applicable federal, state, or local laws, rules, regulations, or Executive Orders.

Eligibility

Organizations associated with the projects listed in Section 200.30 of H.B. 2 are eligible to receive this funding. The Ohio General Assembly provided OBM with the list of organizations associated with each project and, therefore, the distribution methodology is not subject to review or appeal.

To access funding, eligible organizations (hereinafter referred to as “recipients”) are required to complete an application and enter into a grant agreement with OBM.

Performance Period and Reporting

The performance period for this program runs through **June 30, 2026**. Recipients will be required to submit a final report on the use of funds to OBM which will be shared with members of the Ohio General Assembly. The final report will be due **no later than July 31, 2026**. Recipients may file the final report early and are encouraged to file the final report once the project is complete.

Responsibilities, Records, & Future Audits

Funds may be subject to future review or audit to ensure funds expended under the One Time Strategic Community Investments Program are consistent with H.B. 2 and other federal, state, or local laws, rules, regulations, or Executive Orders. Records shall be maintained for a period of two (2) years following the date of the recipient’s submission of its final report to OBM. Furthermore, records must be made available upon request to OBM, the Ohio Auditor of State, Independent Public Auditors that perform audits on behalf of the Ohio Auditor of State, and/or other oversight entities for audit or review.

Frequently Asked Questions

1) Who will receive funding?

Section 200.30 of H.B. 2 authorized One Time Strategic Community Investments projects and funding. Organizations associated with these projects are eligible to receive funding.

2) How can my organization use the funding?

Recipients must use funds in accordance with Section 200.30 of H.B. 2. Expenditures should align with the intent of the project as described in H.B. 2.

3) I have already completed an application with the House and/or Senate; will I have to complete another application for this funding?

Yes. A new application is needed to implement the grant program and obtain funding. The grant application can be found at [Funding Opportunities \(ohio.gov\)](#). Applicants should locate the funding opportunity “One Time Strategic Community Investments Grant Program” and click the hyperlink. The grant agreement attached to the funding opportunity must be completed and signed by an authorized representative of the recipient. Once signed, the grant agreement must be uploaded as part of the application process. After clicking the apply button, an applicant will be redirected to the Ohio Grants Portal. An applicant must have an OH|ID (Ohio's Digital Identity Standard) to log in to the Ohio Grants Portal to apply to access this funding.

4) What is an OH|ID and how do I set up one to start my application process?

OH|ID provides users with a more secure and private experience during online interactions with State of Ohio programs. By creating an OH|ID account, citizens or businesses can sign into multiple State of Ohio government agency systems more securely. An OH|ID account can access multiple State applications after entering a username and password one time, thereby creating a seamless digital experience from any device. An OH|ID is required to log in to the Ohio Grants Portal. Visit <https://ohid.ohio.gov/wps/portal/gov/ohid/create-account> to create an account. ***When setting up your OH|ID, please be sure to use the same email address you plan to use when applying for the funding.*** Once you receive your OH|ID login credentials, you may log in to the Ohio Grants Portal by using the apply button on the funding opportunity.

5) Where can I find help in completing the application?

A job aid for “Searching and Applying for Funding Opportunities” is available on the website at https://grants.ohio.gov/training-and-resources/for-grant-applicants-and-recipients/07_ohio-grants-portal.

6) Do I need to complete the application in one sitting?

No, the application can be saved and submitted later but must be completed before the submission deadline listed on the Funding Opportunity. Log in to the Ohio Grants Portal at <https://grantsportal.ohio.gov/> using your OH|ID to access applications, view the status, and complete activity reports.

7) What information is required to apply?

To apply to access this funding, the following information will be required for the organization:

- Tax or employer identification number (TIN/EIN)
- Payee identification number (commonly referred to as Supplier ID)
- Validation code (code emailed to the organization contact)

Additional questions to support the funding request will be required (See FAQ #9).

8) What is required for an application to be funded?

Applications must be complete and in “Submitted” status prior to the deadline to be processed for funding (i.e., applications in “Draft” status are incomplete and have not been submitted for funding). Once an application is complete, payments will be made if the application content and banking information on file can be validated. Complete applications must include the signed grant agreement. Applications that do not meet these requirements will be rejected or returned and reasoning provided. Applications may also be rejected if the project is not listed in Section 200.30 of H.B. 2 or the applicant is not associated with a project.

9) What questions will be required to be answered as part of the application?

Organizations should be prepared to respond to:

- Provide a brief description of the planned use of funds.
- Provide an estimated project timeline from start to completion (month/year).

Responses should match the intent of the project as listed in H.B. 2. OBM will define the use of funds for the project based on Section 200.30 of H.B. 2. Responses are limited to 2,000 characters and are expected at a summary level.

Additional questions seek the payee identification number (or commonly known as the State of Ohio Supplier ID), the taxpayer or employer identification number (TIN/EIN), validation code provided to the contact, and confirmation that a signed grant agreement was attached to the application.

10) What payment method will be used to distribute funds?

Recipients will be required to become payees within the State of Ohio’s accounting system and payments will be based on that information. Organizations can verify if they have a payee record by using the Supplier Lookup functionality on the application. To register for a payee ID or verify payee status, first log in to OhioPays with your OH|ID.

Visit <https://ohiopays.ohio.gov> for more information about becoming a payee or to update existing banking information in OhioPays. This site also provides [FAQs](#) and [Help Documents](#).

11) The application form requires one contact; however, can additional contacts be added to submit the final report?

Yes. The authorized representative on the grant agreement will serve as the main point of contact for this funding whereas additional contacts listed on the application, as applicable, will serve as grant contacts for administrative purposes. The application requires one contact to be entered; however, it is strongly recommended that another contact be added. More contacts strengthen the possibility that OBM will be able to reach someone for issues related to the application or reporting process. The first

contact entered on the application is considered the main administrative contact. This person can report activity for the grant. To add additional contacts to access reporting, check the box "Check if this person will need a login to submit financial activity reports" and then save the Contact Details section of the application. You can add as many contacts as you wish. Each contact added will need to create an OH|ID using the same email address in the contacts field of the application to be able to access the application and activity report.

12) Will reporting be required?

Yes. Recipients will be required to provide a final report on the use of funds which will be shared with members of the Ohio General Assembly. The final report will be due on July 31, 2026. Recipients may file the final report early and are encouraged to file the final report once the project is complete.

13) Where is reporting completed?

Reporting is performed in the Ohio Grants Portal (<https://grantsportal.ohio.gov/default>). The grant contact that submitted the application, or additional contacts as designated, can access reporting using their OH|ID log-on. A Final Report template and a job aid on how to complete reporting is attached to the Funding Opportunity.

14) How should funds be tracked?

Recipients must be able to show the activity that supports the use of funds and that all funds have been exhausted by the performance period ending June 30, 2026. These funds should be tracked separately from all other sources of funding.

15) What documentation should I keep for this grant?

Recipients must account for all expenses with supporting documentation that validates the funds were expended in accordance with Section 200.30 of H.B. 2 and any applicable state laws, rules, and regulations, as well as the entity's policies and procedures. The general ledger should clearly account for (a) the receipt of the grant and (b) all associated payments that are part of the award.

16) How long should recipients retain records and supporting expenditures related to the One Time Strategic Community Investments Program?

Records shall be maintained for a period of two (2) years following the date of the recipient's submission of its final report to OBM.

17) Are these funds subject to the Single Audit Act?

No. These are state funds and not federal funds.

18) Can funds be garnished or used for another purpose other than those specified as part of this project?

No. Recipients must sign the grant agreement as a part of accepting these funds. Funds must be used for the intended purpose and may not be garnished by debt collectors or other collection agencies. If a provider changes management or ownership, the funds must still be accounted for by the original recipient and shown as appropriately expended.

19) What happens if there is interest earned on these grant funds?

Organizations may retain any interest earned and do not need to add it back to the program. When completing the final report in the portal, interest earnings entered should be \$0.

20) Will program income or royalties generated from the project be required to be returned to the State?

No. Projects are considered one-time investments within communities and continued sustainment of the investment is the responsibility of the organization. Program income, royalties, or other income sources generated because of the project are expected to be part of the future funding model to continue to maintain the investment.

21) What is the process for returning unexpended funds to the State of Ohio?

Once a final report is submitted, all cash on hand must be returned within two weeks of completing the report. Repayment of unexpended funds must be made no later than August 14, 2026. Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management
ATTN: Fiscal Section – One Time Strategic Community Investments Grant Program
30 E. Broad St., 34th Floor
Columbus, OH 43215

22) How will communications regarding this program be sent?

The OBM Grants Partnership will be administering this funding. All communication will be sent via email to contacts entered on the application. Be careful to ensure this contact information is accurately entered. If a change is needed, please email grants@obm.ohio.gov.

23) Who do I contact with questions?

The Ohio Grants Partnership is available to answer any related questions or concerns that you may have via e-mail to: grants@obm.ohio.gov



Prosecutor's Approval Page

Resolution No.

A Resolution to Approve the One Time Strategic Community Investments Grant Agreement

(Fairfield County Commissioners)

Approved as to form on 7/29/2024 9:28:33 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Signature Page

Resolution No. 2024-07.30.b

A Resolution to Approve the One Time Strategic Community Investments Grant Agreement

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated into a major expense category, fund to fund transfer for the match, and Cash advance from the General Fund for fund # 3011, Federal Aviation Administration (FAA) Grants for FY2024

WHEREAS, the FAA awarded two (2) FY2024 grants; and

WHEREAS, Grant# 3-39-044-036-2024 in the amount of \$67,680 and Grant# 3-39-0044-037-2024 in the amount of \$272,253; and

WHEREAS, establishing the 2024 budget for these grants is necessary for expenses to occur; and

WHEREAS, appropriate from unappropriated into major expense categories will allow for the 2024 budget; and

WHEREAS, cash advances are necessary to pay the contractors in a timely fashion; and

WHEREAS, fund to fund transfers are necessary for the general fund to provide the required local match.

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

Section 1. Request that the Fairfield County Commissioners appropriate from Unappropriated funds to the following major expense category for Capital Outlay.

\$ 75,200	12301124	capital outlay
\$ 302,507	12301166	capital outlay

Section 2a. Request that the Fairfield County Auditor process the following advances:

DEBIT	1001 090000 General Fund Advance	<\$272,253>
CREDIT	8356 223001 FAA FY24 Advance in	+\$272,253
DEBIT	1001 090000 General Fund Advance	<\$71,440>
CREDIT	8355 223001 FAA FY24 Advance in	+\$71,440

A resolution to appropriate from unappropriated into a major expense category, fund to fund transfer for the match, and Cash advance from the General Fund for fund # 3011, Federal Aviation Administration (FAA) Grants for FY2024

Section 2b. Request that the advances be paid back to the General Fund, no later than March 15, 2026.

Section 3. Request that the following fund to fund transfers be processed for the county's local match:

\$3,760

From:	12100148	700019	Airport Match Transfers Out
To:	12301124	439100	FY2024 FAA Grant Transfer in

\$30,254

From:	12100148	700019	Airport Match Transfers Out
To:	12301162	439100	FY2024 FAA Grant Transfer in

For Auditor's Office Use Only:

Section 1.

\$ 75,200	12301124	570000	capital outlay
\$302,507	12301166	570000	capital outlay

Section 4. *Issue an Amended Certificate in the amount \$377,707 to credit of fund # 3011.*

Section 5. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:*

+\$ 3,760	12301124	439100	general fund match
+\$ 3,760	12301124	433400	state grant match
+\$67,680	12301124	433100	federal grant
+\$30,254	12301166	439100	general fund match
+\$272,253	12301166	433100	federal grant

Signature Page

Resolution No. 2024-07.30.c

A Resolution to Appropriate from Unappropriated into a Major Expense Category, Fund-to-Fund Transfer for the Match, and Cash Advance from the General Fund for Fund #3011, Federal Aviation Administration Grants for FY2024

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing to appropriate from unappropriated into a major expenditure category to the General Fund# 1001 and a fund to fund transfer from General Fund# 1001 to the Capital Improvement Fund# 3435.

WHEREAS, the Board of Commissioners would like to fund the JFS Roof Capital Project in 2024; and

WHEREAS, appropriations from unappropriated into a major expenditure category of \$1,000,000 and a cash transfer from the general fund to the capital improvement fund are necessary for these projects.

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

Section 1. Request that the Fairfield County Commissioners appropriate from unappropriated funds to the following major expense category for transfers and capital outlay:

\$ 1,000,000 12100149 transfers

Section 2. That the transfer of funds in the amount of \$ 1,000,000 hereby authorized as follows:

From: 12100149 700007 General Fund transfer capital improvement
To: 12343500 439100 Capital Improvement intergovernmental transfers in

A resolution authorizing to appropriate from unappropriated into a major expenditure category to the General Fund# 1001 and a fund to fund transfer from General Fund# 1001 to the Capital Improvement Fund# 3435.

For Auditor's Office Use Only:

\$1,000,000 12100149 700007 general fund capital transfers

Signature Page

Resolution No. 2024-07.30.d

A Resolution Authorizing to appropriate from unappropriated into a major expenditure category to the General Fund #1001 and a fund-to-fund transfer from General Fund #1001 to the Capital Improvement Fund #3435

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo expense and memo receipt for reimbursing Fairfield County Utilities.

WHEREAS, Resolution 2024-07.09.kk approved the transfer of a 2009 Ford F150 and plow to the Fairfield County Facilities Department from Fairfield County Utilities in the amount of \$3,000; and

WHEREAS, memo transactions will reimburse Fairfield County Utilities for the said equipment.

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

Section 1: That the Fairfield County Board of Commissioners approves the following expenditure to Fairfield County Utilities and that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant; see attached documentation.

Memo expenditure as referenced in supporting documentation:

Vendor: # 6746 Fairfield County Utilities
Account: 12100114 574200 vehicles
Amount: \$ 3,000

Section 2: That the Fairfield County Auditor reflect the following memo receipts:

\$1,500	12504429	439200	AUCTION/PRIVATE SALES
\$1,500	12504623	439200	AUCTION/PRIVATE SALES

These amounts represent monies owed to Fairfield County Utilities for paying the vendor directly; see attached documentation.

cc: Fairfield County Utilities

A resolution authorizing the transfer of a 2009 Ford F-150 and plow to the County Facilities Department

WHEREAS, the Fairfield County Utilities Office has a 2009 Ford F-150, VIN 1FTRW14899FB13242, an asset no longer useful for county utilities operations;

WHEREAS, this vehicle is currently titled to the Fairfield County Commissioners;

WHEREAS, Ohio Revised Code 307.12 (D) allows for the donation of the vehicle to a political subdivision of the state;

WHEREAS, the Fairfield County Utilities recommends transfer of the vehicle to the Facilities Department for \$3000;

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

Section 1. That this Board of Commissioners approves the donation of the vehicle to the Facilities Department.

Section 2. That the Board of Commissioners directs the vehicle asset to be transferred to Facilities and Utilities be compensated for the vehicle.

Section 3. The Commissioner's Office will complete appropriate fixed asset forms relating to inventory for the County Auditor.

Prepared by: Tony Vogel
cc: Utilities Office

Signature Page

Resolution No. 2024-07.09.kk

A Resolution Authorizing the Transfer of a 2009 Ford F-150 and Plow to the County Facilities Department

(Fairfield County Utilities Department)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Aye
Aye
Absent

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

Fairfield County Interdepartmental Fixed Asset Transfer Form

Use this form when a fixed asset has been transferred from your department to another County department. Your cooperation will enable the County to maintain an accurate fixed asset inventory. Please send the original signed copy of this form to the Finance Department in the County Auditor's Office.

Asset Item Being Transferred:

Asset/Tag number: _____

Serial number: 1FTRW14899FB13242

Description of asset: 2009 FORD F-150

Transfer FROM: Department: UTILITIES

Location: _____

Transfer TO: Department: FACILITIES

Location: _____

Reason for Transfer—Please Check One:

- Better utilization of asset(s)
- Trade-in or exchange with Other Departments
- Excess assets
- Other. Please explain. _____



Method of Delivery or Shipping—Please Check One:

- Hand-carried by FACILITIES
- Carrier company _____
- Shipping receipt number _____
- U.S. Mail
- Date of shipment or transfer _____

Signature of SENDING official: *Tony [Signature]*

Department: UTILITIES Date: 7-17-24

Signature of RECEIVING official: *J. Koch*

Department: Facilities Date: 7-19-24

Signature Page

Resolution No. 2024-07.30.e

A Resolution to Approve a Memo Expense and Memo Receipt for Reimbursing
Fairfield County Utilities

(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 reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

WHEREAS, the Board of Commissioners pays AT&T directly for Ethernet Services for Fairfield County Board of Developmental Disabilities (FCBDD); and

WHEREAS, FCBDD is responsible for reimbursing the General Fund for their share of costs; and

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

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

00100110 434000 Charges for Services - \$1,095.00

This amount represents monies owed to the General Fund for FCBDD's share of Ethernet Services originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCBDD's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 52367181 553000

Amount: \$ 1,095.00

Prepared by: Cathy Anderson

cc: Staci Knisley, Cathy Anderson

From: Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>
Sent: Monday, July 22, 2024 2:01 PM
To: McCullough, Todd J <todd.mccullough@fairfielddd.com>
Subject: Ethernet Services 4/9-7/8

Todd, please submit a memo transaction resolution to reimburse the Commissioners for ethernet services. See below for detail.

Ethernet Services from AT & T

Monthly Access Charges & Dates		pd 4/25	pd 5/30	pd 6/20	
Department	Location	4/9-5/8	5/9-6/8	6/9-7/8	Quarterly Subtotal
DD	7140 Reynoldsburg-Baltimore Rd	\$365.00	\$365.00	\$365.00	\$1,095.00

Fairfield Co BDD responsible for: \$1,095.00

Thanks,

Staci A. Knisley, Budget Officer/Airport Clerk
 Fairfield County Commissioners

210 E. Main St., 3rd Floor
 Lancaster, OH 43130

740-652-7093 (t)
 740-687-6048 (f)



<https://fairfieldcountyohio.gov>
Staci.Knisley@fairfieldcountyohio.gov

Signature Page

Resolution No. 2024-07.30.f

A Resolution to Approve a Reimbursement for Share of Costs for Ethernet Services Paid to AT&T as a Memo Expenditure, Fund #2060

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2852, Targeted Community Alternative to Prison.

WHEREAS, additional appropriations are needed in the major expenditure object category for fund 2852, Targeted Community Alternative to Prison; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category and the ability to spend all grant funds.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$168,794.58; Org 12285203, Contractual Services

Prepared by: Brian Wolfe

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$168,794.58

Org 12285203; Object 530000; Contractual Services

Signature Page

Resolution No. 2024-07.30.g

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2852, Targeted Community Alternative to Prison

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas; Fund # 2839, Common Pleas Recovery Court Grant.

WHEREAS, additional appropriations are needed in the major expenditure object category for 2839, Common Pleas Recovery Court Grant; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$491.72; 13283911, Salary, Employee

Prepared by: Brian Wolfe

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$491.72

org 13283911; object 511010; Salary, Employee

Signature Page

Resolution No. 2024-07.30.h

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas, Fund #2839, Common Pleas Recovery Court Grant

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to set a Commissioner’s viewing date of September 10, 2024 at times listed for multiple locations in Section 2 below, and a final hearing date of September 24, 2024 at 9:15 a.m. to determine the necessity for establishing, altering, and widening of various roads and bridges in Fairfield County, Ohio.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

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

SECTION 1: That it is necessary for the public convenience and welfare that proceedings be initiated to establish, alter, and widen multiple locations in Fairfield County, Ohio to variable widths upon the following described locations:

- 1. Campground Road (CR54) in Greenfield Township, Section 33 over a tributary of the Hocking River to establish necessary right-of-way for a bridge replacement.**
- 2. Royalton Road (T108) in Amanda Township, Section 6 over a tributary of Little Walnut Creek to establish necessary right-of-way for a bridge replacement.**
- 3. Hamburg Rd (CR55) in Hocking Township, Section 32 over a tributary of Muddy Prairie Run to establish necessary right-of-way for a bridge replacement.**
- 4. Clearport Road (CR24) in Madison Township, Section 21 over a tributary of Clear Creek to establish necessary right-of-way for two culvert replacements.**

SECTION 2: That September 10, 2024 at times listed below , on the line of said improvement be and the same is hereby fixed as the time and place for viewing locations listed in Section 1 in Fairfield County, Ohio.

- 1. Campground Rd, Greenfield Township - 2:00 p.m.**
- 2. Royalton Rd, Amanda Township – 2:30 p.m.**
- 3. Hamburg Rd, Hocking Township – 3:05 p.m.**
- 4. Clearport Rd, Madison Township – 3:30 p.m.**

SECTION 3: That Septmeber 24, 2024 at 9:15 a.m., at the Office of the Fairfield County Commissioners the same is hereby fixed as the time and place for final hearing for the above described project.

SECTION 4: That the Clerk of this Board be and is hereby directed to cause legal publication thereof to be made in accordance with the law and to return a signed copy of this Resolution to the Engineer.

Prepared by: Randy Carter
cc: Engineering Department

Signature Page

Resolution No. 2024-07.30.i

A Resolution to Set a Commissioner's Viewing date of September 10, 2024, at Times Listed for Multiple Locations, and a Final Hearing Date of September 24, 2024, at 9:15 a.m., to Determine the Necessity for Establishing, Altering, and Widening of Various Roads and Bridges in Fairfield County, Ohio

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to set a Commissioner's viewing date of September 17, 2024 at times listed for multiple locations in Section 2 below, and a final hearing date of September 24, 2024 at 9:15 a.m. to determine the necessity for establishing, altering, and widening of various roads and bridges in Fairfield County, Ohio.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

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

SECTION 1: That it is necessary for the public convenience and welfare that proceedings be initiated to establish, alter, and widen multiple locations in Fairfield County, Ohio to variable widths upon the following described locations:

- 1. Carroll-Eastern Road (CR21) in Greenfield Township, Section 8 over a tributary of Walnut Creek to establish necessary right-of-way for a culvert replacement.**
- 2. Carroll-Eastern Road (CR21) in Greenfield Township, Section 4 over a tributary of Walnut Creek to establish necessary right-of-way for a culvert replacement.**
- 3. Carroll-Eastern Road (CR21) in Greenfield Township, Section 11 over a tributary of the Hocking River to establish necessary right-of-way for a bridge replacement.**
- 4. Carroll-Eastern Road (CR21) in Greenfield Township, Section 11 over Claypools Run to establish necessary right-of-way for a culvert replacement.**
- 5. North Walnut Township Lakeside Drainage Project in Walnut Township, Section 22 to establish necessary right-of-way for a drainage project.**

- 6. Old Mill Road (TR425) in Pleasant Township, Section 8 over Pleasant Run to establish necessary right-of-way for a bridge replacement.**
- 7. Old Millersport Road (TR427) in Pleasant Township, Section 8 over Pleasant Run to establish necessary right-of-way for a bridge replacement.**
- 8. Coonpath Road (CR31) in Pleasant Township, Section 15 over Pleasant Run to establish necessary right-of-way for a bridge replacement.**

SECTION 2: That September 17, 2024 at times listed below , on the line of said improvement be and the same is hereby fixed as the time and place for viewing locations listed in Section 1 in Fairfield County, Ohio.

- 1. Carroll-Eastern Rd, Greenfield Township - 12:30 p.m.**
- 2. Carroll-Eastern Rd, Greenfield Township - 12:50 p.m.**
- 3. Carroll-Eastern Rd, Greenfield Township - 1:10 p.m.**
- 4. Carroll-Eastern Rd, Greenfield Township - 1:30 p.m.**
- 5. Lakeside Rd, Walnut Township – 2:05 p.m.**
- 6. Old Mill Rd, Pleasant Township – 2:40 p.m.**
- 7. Old Millersport Rd, Pleasant Township – 2:56 p.m.**
- 8. Coonpath Rd, Pleasant Township – 3:16 p.m.**

SECTION 3: That Septmeber 24, 2024 at 9:15 a.m., at the Office of the Fairfield County Commissioners the same is hereby fixed as the time and place for final hearing for the above-described projects.

SECTION 4: That the Clerk of this Board be and is hereby directed to cause legal publication thereof to be made in accordance with the law and to return a signed copy of this Resolution to the Engineer.

Prepared by: Randy Carter
cc: Engineering Department

Signature Page

Resolution No. 2024-07.30.j

A Resolution to set a Commissioner's Viewing date of September 17, 2024, at Times Listed for Multiple Locations and a Final Hearing Date of September 24, 2024, at 9:15 a.m. to Determine the Necessity for Establishing, Altering, and Widening of Various Roads and Bridges in Fairfield County, Ohio

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to change a bridge load rating (GRE-22).

WHEREAS, as a result of an engineering analysis based on Ohio Legal Load Limits, the Fairfield County Engineer is recommending the load limit on the GRE-22 Campground Road Bridge be restricted per the attached Exhibit A.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby approve and order the load rating restriction to the GRE-22 Campground Road Bridge per the attached Exhibit A.

SECTION 2: that the Clerk of this Board return one signed copy of this resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

EXHIBIT A



BRIDGE LOAD RATING SUMMARY REPORT OFFICE OF STRUCTURAL ENGINEERING OHIO DEPARTMENT OF TRANSPORTATION

SFN (SNBI Bridge Number)	Ohio Bridge Number (Bridge Asset Name)	District	GPS Coordinates	
2330288	FAI-C0054-00.220	5	LATITUDE: 39.73974722	LONGITUDE: -82.66600833
Original Year Built	Year Re-built	Total length	Structure Type XXX	Feature Intersected
1985	N/A	24 ft	302	Tributary Hocking River
SPECIAL ASSUMPTIONS & COMMENTS				
<p>Single span (22'-11" c/c bearings) bridge comprised of (7) W16x36 steel beams, rated from 1985 original plans and field measurements taken 7/19/24. Deck width = 24'-0" o/o, 5.5" thick nail laminated timber with average asphalt thickness = 4.7". Skew=25 degrees. Material properties: ASTM A-588, Fy=50 ksi. Top flange bracing based on timber deck clips spaced at 29". Field measured deterioration is included in the rating. Assumptions: 2% additional dead load to beams for misc. hardware and otherwise unaccounted for load.</p> <p>Adjusted EV load factors for non-interstate bridges: EV3=1.1. Per BDM 919.3.1F, Load Rating factors shall be the higher of LFR and LRFR.</p>				
Please type or select on right using drop down arrow				
Load Rating Purpose:	8 - Update Analysis Model and Software			
Bridge Appraisal Rating (0-9):	4			
Load rating Software:	3 - AASHTO BrR			
Software version:	7.4.1.3001			
Rating Source:	1 - Plan information available for load rating analysis			
Load Rating Method:	LFR - Load Factor Rating (RF) - Code 6			
Design Loading:	5 - HS20			

OHIO & AASHTO LEGAL VEHICLES					DESIGN AND OPERATING RATINGS																							
Legal Load	GVW (Tons)	No of Axles	Rating Factor RF	Safe Weight (Tons)	Loading Type	Rating by RF																						
						Inventory	Operating																					
2F1	15	2	0.648	9.72	HS20 Loading	0.264	0.440																					
3F1	23	3	0.473	10.88	Recommendation Sign Posting Recommendation:	LOAD POSTING IS RECOMMENDED																						
5C1	40	5	0.497	19.88		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">WEIGHT LIMIT SINGLE UNIT</th> </tr> </thead> <tbody> <tr> <td>2 AXLE</td> <td>9 T</td> <td></td> </tr> <tr> <td>3 AXLE</td> <td>10 T</td> <td></td> </tr> <tr> <td>4 AXLE</td> <td>11 T</td> <td></td> </tr> <tr> <td>5 AXLE</td> <td>12 T</td> <td></td> </tr> <tr> <td>6+ AXLE</td> <td>12 T</td> <td></td> </tr> <tr> <td></td> <td>19 T</td> <td></td> </tr> </tbody> </table>		WEIGHT LIMIT SINGLE UNIT			2 AXLE	9 T		3 AXLE	10 T		4 AXLE	11 T		5 AXLE	12 T		6+ AXLE	12 T			19 T	
WEIGHT LIMIT SINGLE UNIT																												
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	19 T																											
Type 3	25	3	0.497	12.43																								
Type 3-3	40	6	0.604	24.16																								
Type 3S2	36	5	0.539	19.40																								
SPECIALIZED HAULING VEHICLES (SHV)																												
SU4/4F1	27	4	0.422	11.39																								
SU5	31	5	0.394	12.21																								
SU6	34.75	6	0.369	12.82																								
SU7	38.75	7	0.369	14.30																								

EMERGENCY VEHICLES (EV)					Permit Load (PL) Analysis **				
Check box if rating for EV3 <input checked="" type="checkbox"/>					Loading Type	GVW (Tons)	No of Axles	Rating Factor	Calculated Load (Tons)
EV2	28.75	2	0.420	12.08					
EV3	43	3	0.322	13.85	PL 65T	65	7	0.306	19.89

Controlling Legal Load RF	37%	0.37	PL Analysis Method	Load Factor Rating (LFR)
---------------------------	-----	------	--------------------	--------------------------

AGENCY/FIRM/OFFICE		American Structurepoint Inc.			
Name	PE Number	Phone Number	Email	Report Date:	2024-07-26
Rated By	Andrew Massey	614-901-2235	amassey@structurepoint.com		
Reviewed By	Joseph Schmitz	73966	614-901-2235	jschmitz@structurepoint.com	

** ODOT bridges to be analyzed for permit trucks by policy.

Analysis for permit trucks is optional for non-ODOT bridges and at owner's discretion.

Signature Page

Resolution No. 2024-07.30.k

A Resolution to Change a Bridge Load Rating (GRE-22)

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-07.30.I

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; #2036, Ohio Department of Youth Services – Reclaim

WHEREAS, additional appropriations are needed in the major expenditure object category for #2036, Ohio Department of Youth Services - Reclaim; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$48,100.00 17203600 Contractual Services

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$48,100.00

17203600-530000-RSP25

Signature Page

Resolution No. 2024-07.30.I

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2036, Ohio Department of Youth Services – Reclaim

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-07.30.m

A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for #2036 Ohio Department of Youth Services-Reclaim

WHEREAS, certain circumstances have occurred with the certification; and

WHEREAS, the 2024 appropriations require a reduction of \$15,079.19 to make appropriate budget adjustments; and

WHEREAS, this action provides for proper accounting.

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

Section 1. The County Auditor is to reduce appropriations in the following major expenditure object categories by a total of \$15,079.19:

17203600 Materials and Supplies \$837.87
17203600 Contractual Services \$14,241.32

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$15,079.19

17203600-563000-PRO25 Food \$837.87

17203600-530000-PRO25 Contractual Services \$14,241.32

Signature Page

Resolution No. 2024-07.30.m

A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund #2036 Ohio Department of Youth Services - Reclaim

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-07.30.n

A resolution authorizing the notice to proceed and notice of commencement to Nash Builders for CDBG PY2022, Village of Pleasantville, Ballfield Improvements project.

WHEREAS, a resolution was approved the award of bid to Nash Builders for the Village of Pleasantville, Ballfield Improvements project; and

WHEREAS, Assistant Prosecuting Office has approved the award of contract; and

WHEREAS, the notice to proceed and notice of commencement needs to be signed and approved by the Board of Commissioners;

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached notice to proceed and notice of commencement.

Prepared by: Joshua Hillberry
CC: Regional Planning

NOTICE TO PROCEED

To: _____ Date: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Ballfield Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024 on or after the date of this “Notice”, and you are to complete the WORK by no later than July 12, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Name: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 2024.

By: _____
Name: _____
Title: _____

**NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville -
Ballfield Improvements

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

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

Public Authority

By: _____

Title: President

State of Ohio,
County of _____:

Signed and sworn to before me this _____ day of _____, _____.

Notary Public

Signature Page

Resolution No. 2024-07.30.n

A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Nash Builders for CDBG PY2022, Village of Pleasantville, Ballfield Improvements Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-07.30.o

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Spires Paving Company.

WHEREAS, Regional Planning is requesting the Board of Commissioners approval of a contract agreement with Spires Paving Company. 1480 Sugar Grove Road SE, Lancaster, Ohio 43130; and

WHEREAS, the purpose of the contract agreement is to CDBG Program Year 2022, Village of Pleasantville – Hickenlooper Street Improvements; and

WHEREAS, this agreement shall be effective May 29, 2024 through November 22, 2024.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract agreement with Spires Paving Company.

Prepared by: Joshua Hillberry
cc: Regional Planning



April 30, 2024

Fairfield County Regional Planning Commission
Joshua Hillberry, Regional Planner
138 West Chestnut Street
Lancaster, Ohio 43130

Re: Village of Pleasantville – Hickenlooper Street Improvements
Bid Award Recommendation

Dear Mr. Hillberry,

Verdantas has reviewed the bids submitted on April 26, 2024 for the Village of Pleasantville – Hickenlooper Street Improvements project. The following is a summary of the bids submitted followed by our recommendation for award:

<u>Contractor</u>	<u>Base Bid</u>
Spires Paving Company	\$36,470.00
Mckee Paving and Sealing, LLC	\$43,400.00
Dreams Excavating and Paving LLP	\$45,735.00
The Shelly Company	\$53,356.00
Chemcote Inc.	\$56,119.80

Verdantas has checked the bids for mathematical errors and prepared a bid tabulation (see attached). Five bids were received, and three bids were under the engineer's base bid estimate of \$46,200.00. Spires Paving Company is the apparent low bidder and the required forms were included in their bid package. Verdantas has worked with Spires Paving Company in the past including a few projects in the Village of Pleasantville. All of those projects were completed satisfactorily. Based on the information provided in their bid and previous experience with the Contractor, we recommend that the project be awarded in the amount of **\$36,470.00** to:

Spires Paving Company
1480 Sugar Grove Road SE
Lancaster, Ohio 43130

Considering this volatile bidding environment, we are pleased with the results of the bid opening and hope the County and Village are as well. Please feel free to contact our office with any questions or concerns.

Sincerely,
Verdantas LLC

Alan Brown, PE
AVP/ Department Leader

Attachment: Bid Tabulation

**FAIRFIELD COUNTY COMMISSIONERS
VILLAGE OF PLEASANTVILLE
HICKENLOOPER STREET IMPROVEMENTS
BID TABULATION
BASE BID ESTIMATE: \$46,200.00**

Line No.	Description	Quantity	Unit	1. Spires Paving Company				2. Mckee Paving and Sealing, LLC				3. Dreams Excavating and Paving LLP				
				Unit Price			Extended Price	Unit Price			Extended Price	Unit Price			Extended Price	
				Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)	
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	
2	PARTIAL DEPTH PAVEMENT REPAIR, PER PLAN	20	CY	\$ 100.00	\$ 150.00	\$ 250.00	\$ 5,000.00	\$ 340.00	\$ 160.00	\$ 500.00	\$ 10,000.00	\$ 508.00	\$ 162.00	\$ 670.00	\$ 13,400.00	
3	FULL DEPTH PAVEMENT REPAIR, PER PLAN	15	SY	\$ 67.00	\$ 20.00	\$ 87.00	\$ 1,305.00	\$ 50.00	\$ 20.00	\$ 70.00	\$ 1,050.00	\$ 42.93	\$ 21.07	\$ 64.00	\$ 960.00	
4	ASPHALT CONCRETE SURFACE COURSE (1.75" THICK), PER PLAN	50	CY	\$ 260.00	\$ 165.00	\$ 425.00	\$ 21,250.00	\$ 218.00	\$ 160.00	\$ 378.00	\$ 18,900.00	\$ 170.00	\$ 158.00	\$ 328.00	\$ 16,400.00	
5	NON-TRACKING TACK COAT, PER PLAN	1	LS	\$ 525.00	\$ 290.00	\$ 815.00	\$ 815.00	\$ 260.00	\$ 450.00	\$ 710.00	\$ 710.00	\$ 75.00	\$ 900.00	\$ 975.00	\$ 975.00	
6	COMPACTED BERM, COMPLETE	20	CY	\$ 50.00	\$ 60.00	\$ 110.00	\$ 2,200.00	\$ 237.00	\$ 50.00	\$ 287.00	\$ 5,740.00	\$ 170.00	\$ 70.00	\$ 240.00	\$ 4,800.00	
7	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	
8	PAVEMENT MARKINGS, COMPLETE	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00	\$ 2,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	
TOTAL BASE BID (sum lines 1:8)							\$ 36,470.00					\$ 43,400.00				

Original Bid \$36,620.00

Line No.	Description	Quantity	Unit	4. The Shelly Company				5 Chemcote Inc.				
				Unit Price			Extended Price	Unit Price			Extended Price	
				Labor	Materials	Total (L+M)	(Quantity x Total)	Labor	Materials	Total (L+M)	(Quantity x Total)	
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 3,750.00	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ 1,040.00	\$ 1,560.00	\$ 2,600.00	\$ 2,600.00	
2	PARTIAL DEPTH PAVEMENT REPAIR, PER PLAN	20	CY	\$ 280.00	\$ 425.00	\$ 705.00	\$ 14,100.00	\$ 179.15	\$ 348.15	\$ 527.30	\$ 10,546.00	
3	FULL DEPTH PAVEMENT REPAIR, PER PLAN	15	SY	\$ 130.00	\$ 195.00	\$ 325.00	\$ 4,875.00	\$ 435.46	\$ 991.26	\$ 1,426.72	\$ 21,400.80	
4	ASPHALT CONCRETE SURFACE COURSE (1.75" THICK), PER PLAN	50	CY	\$ 193.00	\$ 170.00	\$ 363.00	\$ 18,150.00	\$ 112.00	\$ 168.00	\$ 280.00	\$ 14,000.00	
5	NON-TRACKING TACK COAT, PER PLAN	1	LS	\$ -	\$ 555.00	\$ 555.00	\$ 555.00	\$ 360.00	\$ 40.00	\$ 400.00	\$ 400.00	
6	COMPACTED BERM, COMPLETE	20	CY	\$ 90.00	\$ 50.00	\$ 140.00	\$ 2,800.00	\$ 157.50	\$ 24.30	\$ 181.80	\$ 3,636.00	
7	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 4,500.00	\$ 1,000.00	\$ 5,500.00	\$ 5,500.00	\$ 360.00	\$ 552.00	\$ 912.00	\$ 912.00	
8	PAVEMENT MARKINGS, COMPLETE	1	LS	\$ 951.00	\$ 1,425.00	\$ 2,376.00	\$ 2,376.00	\$ 1,050.00	\$ 1,575.00	\$ 2,625.00	\$ 2,625.00	
TOTAL BASE BID (sum lines 1:8)							\$ 53,356.00					\$ 56,119.80

Original Bid \$56,120.00

CERTIFIED BY: 

DATE: 4/29/2024

June 28, 2024

Spires Paving Company
1480 Sugar Grove Rd SE,
Lancaster, Ohio 43130

Dear Spires Paving Company,

Enclosed please find the Notice of Award for the Fairfield County CDBG PY 2022 – Village of Pleasantville – Hickenlooper Street Improvements project Bid Award Recommendation. Please sign and return the CONTRACT and the ACCEPTANCE OF NOTICE.

I am also enclosing a copy of the following items that need to be completed, signed, and submitted:

- Certificate of Labor Standards (H6-H9)
- Certification of Contractor Regarding Section 3
- Certification by Proposed Contractor Regarding Equal Employment Opportunity (G-17)
- Certification of Air and Water Acts (G19-G20)
- Certification of Compliance with Federal Labor Standards Provisions (H6)
- Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (H7-H-9)
- Proposed Subcontracts Breakdown – Table A (G15)
- Estimated Project Workforce Breakdown – Table B (G16)

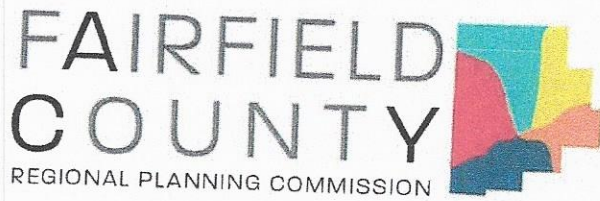
Please also submit the following information:

- Proof of Insurance with Fairfield County listed as an assigned.
- Worker's Compensation Certification
- New Vendor W-9

Finally, please provide written notice to us of any proposed subcontractors. Each subcontractor must complete and sign the following forms (please make copies if there are multiple subcontractors):

- Certification by Proposed Subcontractor Regarding Equal Employment Opportunity (G-18);
- Certification of Subcontractor Regarding Section 3
- Certification of Air and Water Acts (G19-G20)
- Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements (H10-12)

Holly R. Mattei, AICP
Interim Director



138 West Chestnut St.
Lancaster, OH 43130

(740) 652-7110

Please submit all of the required information within 10 days to my attention at:

Fairfield County Regional Planning Commission
138 W. Chestnut Street
Lancaster, OH 43130.

After the contract is completely executed, I will work with the Commissioners to obtain the Notice to Proceed and the Notice of Commencement. I will also be in contact with you at that time to coordinate a pre-construction meeting, with applicable subcontractors, Village Representatives, and RPC staff (CDBG administrator). If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Holly R. Mattei".

Holly R. Mattei, AICP
Executive Director

Encl.

cc: Alan Brown, Verdantas
Trevor Mclean, Verdantas

Holly R. Mattei, AICP
Interim Director

CONTRACT

THIS AGREEMENT made this 15th day of July, 2024, by and between RABT Enterprises, Inc. DBA Spires Paving Company, Inc. hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ 36,470.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

¹ Choose term most applicable: a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; an individual trading as _____.

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

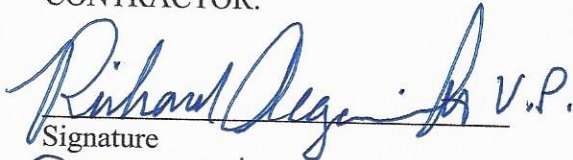
c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements and dated March 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:


Signature

Richard Arganbright
Typed/printed name

V.P.
Title

OWNER:

FAIRFIELD COUNTY COMMISSIONERS

Signature

Typed/printed name

President
Title

Certifications:

I, Richard Arganbright, certify that I am the
V.P. of the corporation named as Contractor herein; that
_____ who signed this Agreement on behalf of the
Contractor, was then _____ of said corporation; that said
Agreement was duly signed for and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

NOTICE OF AWARD

To: RABT Enterprises, Inc.
1480 Sugar Grove Rd. SE
Lancaster, OH 43130

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 36,470.00

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.


If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 15th day of July, 2024.

FAIRFIELD COUNTY COMMISSIONERS

Owner

By: 
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITION TO BE FILLED WITH I.L.P.A.R.*
OFFICES/SUPERVISORS	4	4		
PROFESSIONALS	4	4		1
TECHNICIANS				
HOUSING				
SALES/RENTAL				
MANAGEMENT				
OFFICE CLERICAL	1	1		
SERVICE WORKERS				
OTHERS				

TRADE

JOURNEYMEN				
HELPERS	7			5
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TOTAL				
--------------	--	--	--	--

*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

Spires Paving Company Inc
COMPANY

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR:	PROJECT NUMBER: N/A
----------------------------------	-------------------------------

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Spires Paving, Inc.
1480 Sugar Grove Rd. SE
Lancaster, OH 43130

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type)

Richard Arganbright V.P.

SIGNATURE

Richard Arganbright

DATE

7/15/24

Modeled after form HUD-12

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO:

Village of Pleasantville, Fairfield County
CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville – Hickenlooper Street Improvements

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by Richard Arganbright V.P.
Contractor

Title: V.P.

Date: 7/15/24

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Spires Paving, Inc.
Street Address 1480 Sugar Grove Rd. SE
City Lancaster
State Ohio
Zip Code 43130

Business Phone Number 740-653-6837
Business Website www.Spirespaving.com
Business Point of Contact Richard Arganbright
Business Email Spirespavingco@gmail.com

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: 7/15/24

Signature: Richard Arganbright V.P.

Name: Richard Arganbright

Title: V.P.

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status

Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Richard Arganbright V.P., the duly authorized representative of Spires Paving Company, Inc. (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Richard Arganbright V.P. DATE: 7/15/24
TITLE: V.P.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 7/15/24
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County - CDBG - Village of Pleasantville - Hickenlooper Street Improvements

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

RABT Enterprises, Inc.
1480 Sugar Grove Rd. SE
Lancaster, OH 43130

(b) The undersigned is:

- (1) A Single Proprietorship
- (2) A corporation organized in the State of OH
- (3) A Partnership
- (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
George Tootle	President	1480 Sugar Grove Rd. SE Lancaster, OH 43130
Richard Arganbright	Vice President	1480 Sugar Grove Rd. SE Lancaster, OH 43130

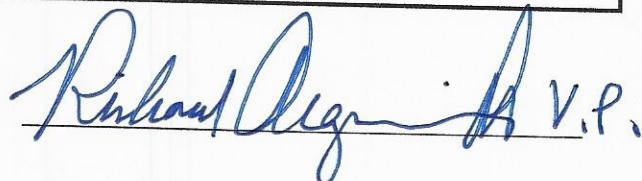
(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Date: 7/15/24

 V.P.

(Contractor)

Richard A. Quinn V.P.
(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com

Phone: 1-888-333-4949

Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
RABT ENTERPRISES INC.
1480 SUGAR GROVE RD SE
LANCASTER, OH 43130-4862

438-195-0

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 12

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	1889373	03/05/2024	03/05/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1889373	03/05/2024	03/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	1889375	03/05/2024	03/05/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1889373	03/05/2024	03/05/2025	PER STATUTE OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE EA EMPLOYEE \$1,000,000 E.L DISEASE POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

438-195-0
VILLAGE OF PLEASANTVILLE
106 E COLUMBUS ST
PLEASANTVILLE, OH 43148

12 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael E. Zaver

**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED RABT ENTERPRISES INC. 1480 SUGAR GROVE RD SE LANCASTER, OH 43130-4862	
POLICY NUMBER SEE CERTIFICATE # 12.0			
CARRIER SEE CERTIFICATE # 12.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 12.0	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) OH

RE: HICKENLOOPER STREET IMPROVEMENTS
ADDITIONAL INSURED ALSO INCLUDES: FAIRFIELD COUNTY
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS,
LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL
LIABILITY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RABT ENTERPRISES, INC.

2 Business name/disregarded entity name, if different from above
SPIRES PAVING COMPANY, INC.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) N/A
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1480 SUGAR GROVE RD. SE

6 City, state, and ZIP code
LANCASTER, OH 43130

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4	-	4	7	4	9	2	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶		Date ▶ <u>1/3/24</u>
------------------	----------------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

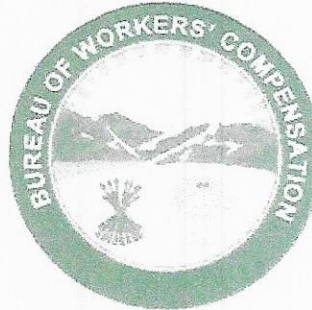
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80072723

Period Specified Below
07/01/2024 to 07/01/2025

RABT Enterprises Inc
Spires Paving Company Inc
1480 SUGAR GROVE RD SE
LANCASTER OH 43130-4862



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.



May 28, 2024

Richard Arganbright,
Vice President
RABT ENTERPRISES INC.
1480 Sugar Grove Rd. SE
Lancaster, OH 43130

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: May 28, 2024 - November 28, 2024

2024
Certificate
of
Compliance

Dear Richard Arganbright:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues RABT ENTERPRISES INC. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for RABT ENTERPRISES INC. to maintain certification status, RABT ENTERPRISES INC. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which RABT ENTERPRISES INC. has agreed.

Sincerely,

Monica L. Womack
Chief



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RABT Enterprises Inc. DBA Spires Paving Company, Inc.,
1480 Sugar Grove Rd. SE, Lancaster, OH 43130
as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
and firmly bound unto Fairfield County Regional Planning Commission
138 W. Chestnut Street , Lancaster, OH 43130
as Oblige, hereinafter called the Oblige, in the sum of **** Ten Percent of Bid Amount (10%) ****
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Project: CDBG-Village of Pleasantville - Hickenlooper Street Improvements

Bid Date: 04/26/2024

The conditions of this Bond are such that if the Oblige accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Oblige and Principal, and the Principal either (1) enters into a contract with the Oblige in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Oblige, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Oblige the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Oblige and Principal to extend the time in which the Oblige may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Oblige and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 04/26/2024

RABT Enterprises Inc. DBA Spires Paving Company, Inc.

President

Title (SEAL)

Richard Arg. A.V.P.
Witness

Granite Re, Inc.

Kenneth D. Whittington, Attorney-in-Fact (SEAL)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

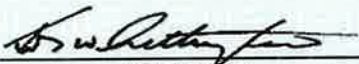
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

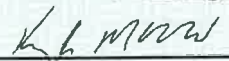
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

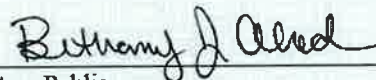


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

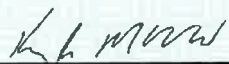
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
April 26, 2024.





Kyle P. McDonald, Assistant Secretary

BID PACKET

FOR

**FAIRFIELD COUNTY – CDBG – VILLAGE OF
PLEASANTVILLE – HICKENLOOPER
STREET IMPROVEMENTS**

BID OPENING DATE: APRIL 26, 2024

FUNDED BY: FAIRFIELD COUNTY PY 2022 CDBG

OWNERS: FAIRFIELD COUNTY COMMISSIONERS

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NOTICE TO CONTRACTORS

Sealed proposals for the Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements will be received by the Fairfield County Commissioners at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, OH 43130 until 11:00 a.m., Friday, April 26, 2024, and then at 11:00 a.m. at said office opened and read aloud.

Plans, Specifications, and bid forms may be secured at the Fairfield County Regional Planning Commission Office located at 138 West Chestnut Street, Lancaster, OH 43130. An amount of \$25.00 dollars will be required for each set of plans and specifications, check made payable to: Fairfield County Regional Planning. The full amount is non-refundable.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the Fairfield County Commissioners or by certified check, cashiers check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Fairfield County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for: and mailed or delivered to: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

Fairfield County Regional Planning Commission

138 West Chestnut Street

Lancaster, OH 43130

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions. This contract is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U.S.C. 1701u. Contractors should be aware of the regulations and reporting requirements associated with Section 3.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Fairfield County Commissioners reserves the right to waive any informalities or to reject any or all bids. The Engineer's cost estimate with contingencies is fifty thousand, eight hundred dollars (\$50,800.00).

Advertising Dates: April 5th and April 12th, and posted on County website
www.co.fairfield.oh.us

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The Fairfield County Commissioners (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at their office located at the Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 until 11:00 a.m., Friday, April 26, 2024, and then at 11:00 a.m. at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to: The Fairfield County Commissioners, Fairfield County Record's Center, 138 West Chestnut Street, Lancaster, Ohio 43130 and designated as bid for: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, the Noncollusion Affidavit, and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **WRITTEN MODIFICATION:** Any bidder may modify his/her bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the written modification over the signature of the bidder was mailed prior to the closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the written modification.
4. **METHOD OF BIDDING:** The Owner invites unit price bids as indicated in the Bid Form, Section E.

If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

The engineer's estimate on this project is: fifty thousand, eight hundred dollars (\$50,800.00).

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. **OBLIGATION OF BIDDER:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such an event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to its original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to: Verdantas, Trevor McLean, tmclean@verdantas.com, phone: 740-344-5451 and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested or faxed to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

15. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Federal Labor Standards Provisions, including Davis-Bacon wage rates
- c. Requirement for a payment bond and performance bond for 100% of contract price
- d. Requirement that all subcontractors be approved by the Owner
- e. Time-for-completion and liquidated damages requirements
- f. Safety standards
- g. Contractor's responsibility to obtain permits
- h. Affirmative Action and Equal Opportunity provisions

17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- (a) Acceptance of Notice of Award
- (b) Contract
- (c) Insurance certificate(s) and/or policy(ies)
- (d) Contract Bond covering Performance and Payment
- (e) Worker's Compensation Certification
- (f) (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
- (g) (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- (h) (If over \$100,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- (i) Contractor's Certification Concerning Section 3, Labor Standards and Prevailing Wage

- Requirements
- (j) (All) Subcontractor's Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign corporation" means a corporation incorporated under the laws of another state.

No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code. All services under this Contract must take place in the United States of America.

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required, which may be in the form of a Contract Bond as provided herein. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

ARTICLE 3 - WAGE RATES

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications. It is the Bidder's responsibility to make sure the wages used for his bid are current as of the day of the bid opening.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

Insofar as possible, local labor shall be employed on this work.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 11246 as stated on page G-4 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

ARTICLE 5 - INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- C. Worker's Compensation.

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.

D. Contractor's Liability Insurance.

- (i) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
- (ii) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- (iii) Bodily Injury Liability limits shall be for an amount of no less than \$500,000 Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in amount of not less than \$1,000,000 Dollars on the account of any one occurrence.
- (iv) Property Damage Liability Insurance shall be in an amount of not less than \$250,000 Dollars per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than \$1,000,000 Dollars aggregate for damage on account of all occurrences.
- (v) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than \$1,000,000 Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- (vi) The owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance.

Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site but not yet installed.

F. Installation Floater Insurance.

When a Contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in paragraph E.

- G. The Policies as listed above shall all contain the following special provisions:
- (i) "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to Fairfield County Commissioners.
 - (ii) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/or her Subcontractors.
 - (iii) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 - (iv) Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

ARTICLE 6- SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4101:9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.

- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Owner is responsible for obtaining and paying for the following permits. None. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

- A. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can

be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.

- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the effected property.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17 page B-5, of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 11 - CHANGE OF WORK

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 12 - TIME

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The project shall be fully completed on or before August 25, 2024 ("Contract Time"). The contractor shall not commence construction until the date of commencement of work specified in a written "Notice to Proceed".
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$300.00 per day for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. In no case shall the Owner be liable for payments for any work completed or costs incurred after the Contract Time unless agreed to in writing by the Owner.

ARTICLE 13 - COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 - TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elect to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 - PAYMENT

Payment to the Contractor shall be made by the Owner as follows: 100% upon 100% completion and approval by the Village of Pleasantville. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved request for payment from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 30-40 days is expected from the date the Owner receives an invoice approved by the Project Engineer/Architect before said funds are forwarded to the Owner.

It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only a short period. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

5. **PHOTOGRAPHS OF PROJECT**

The Contractor will furnish photographs in the number, type, and stage as enumerated below:

Contractor should photo or video the project site before, during and after project completion.

6. **SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES**

Given in Section I.

7. **BUILDER'S RISK INSURANCE**

The Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

8. The Contractor and all subcontractors shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. The Contractor and all subcontractors shall comply with the awarding agency's requirements and regulations pertaining to copyrights and rights in data.

10. The Contractor and all subcontractors will have no discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the Contractor.

**GENERAL SPECIFICATIONS
(AS NOTED ON THE PLANS)**

BID FOR UNIT PRICE CONTRACTS

Place _____
Date _____

Proposal of _____ hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____, ** a partnership, or an individual doing business as _____.

To the Fairfield County Commissioners (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner with substantially completions by no later than August 3, 2024, and fully complete by no later than August 25, 2024. Bidder further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applicable.

**Insert name of state .

Bidder agrees to perform all the work described in the specifications for the unit prices provided on the attached "Bid Sheet."

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
(Signature)

(Title)

(SEAL - if bid is by a corporation)

(Business Address and Zip Code)

(Telephone Number and Fax Number)

(Federal I.D. #)

(Email Address)

**BID SHEET
(SEE ATTACHED)**

BASE BID - VILLAGE OF PLEASANTVILLE - HICKENLOOPER STREET IMPROVEMENTS

Line No.	Description	Quantity	Unit	Unit Price			Extended Price
				Labor	Materials	Total (L+M)	(Quantity x Total)
1	MOBILIZATION / DEMOBILIZATION	1	LS				
2	PARTIAL DEPTH PAVEMENT REPAIR, PER PLAN	20	CY				
3	FULL DEPTH PAVEMENT REPAIR, PER PLAN	15	SY				
4	ASPHALT CONCRETE SURFACE COURSE (1.5" THICK), PER PLAN	50	CY				
5	NON-TRACKING TACK COAT, PER PLAN	1	LS				
6	COMPACTED BERM, COMPLETE	20	CY				
7	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS				
8	PAVEMENT MARKINGS, COMPLETE	1	LS				
TOTAL BASE BID (sum lines 1:8) IN WORDS and NUMBERS							

SUBMITTED BY: _____

Bid Item Description
Village of Pleasantville – Hickenlooper Street Improvements

Method of Payment

Unit Quantity “LS” Bid Item: The accepted bid item will be paid for at the contract lump sum price complete or if any portion of the work has been completed at the time request for payment is submitted, at a percentage of the contract lump sum price bid equivalent to the percentage of the work completed and accepted at the time payment is requested.

Unit Quantity “SY” Bid Item: The accepted bid item will be paid for at the contract unit price per square yard at the thickness detailed and complete in place.

Unit Quantity “CY” Bid Item: The accepted bid item will be paid for at the contract unit price per cubic yard of material complete in place.

Item Descriptions

❖ **Bid Item 1**

- The lump sum bid item, mobilization / demobilization, shall include mobilizing and demobilizing of all machinery, material, tools, and manpower necessary to complete the project. The contractor shall include all general conditions under this pay item. Contractor shall secure site for the safety of the public.

❖ **Bid Item 2**

- The quantity of partial depth pavement repair will be the actual number of square yards completed in the field. The unit price shall include all equipment, material, tools, and labor necessary to mill and fill the base before placing the surface course with compacted asphalt concrete intermediate coarse as detailed.

❖ **Bid Item 3**

- The quantity of full depth pavement repair will be the actual number of square yards completed in the field. The unit price shall include all equipment, material, tools, and labor necessary to saw cut, excavate and place a new base before placing the surface course as detailed.

❖ **Bid Item 4**

- The quantity of asphalt concrete surface course will be the actual number of square yards placed in the field at the thickness detailed on the project plans. The unit price shall include all equipment, material, tools, and labor necessary to properly place surface course as detailed and per ODOT Item 441.

❖ **Bid Item 5**

- The lump sum bid item, non-tracking tack coat, shall include all equipment, material, tools, and labor necessary to perform work as shown on plans at the application rate specified. Work shall include, coating existing road surface and between each course of new pavement with non-tracking tack coat before placement of new pavement course per ODOT Item 407.

❖ **Bid Item 6**

The quantity of compacted berm will be the actual number of cubic yards placed in the field. The unit price shall include all equipment, material, tools, and labor necessary to properly place/compact compacted berm in the indicated areas.

❖ **Bid Item 7**

- The lump sum bid item maintenance and protection of traffic shall include all equipment, material, tools, and labor necessary to safely control vehicle and pedestrian traffic during the project. Contractor shall always follow ODOT and Ohio MUTCD standards and provide access to drive entrances and emergency personnel for the duration of the project.

❖ **Bid Item 8**

- The lump sum bid item, pavement markings, shall include all equipment, material, tools, and labor necessary to place pavement markings in the areas indicated on the plans and per ODOT Item 644. Work shall include white markings for stop bars and crosswalks.

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

O.R.C. 5719.042

STATE OF OHIO: _____

SS: _____

TO: _____

The undersigned, being first duly sworn, having been awarded a contract by you for _____ hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Contractor Signature

Sworn to before me and subscribed in my presence this ____ day of _____,
20_.

Notary Public

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____¹ as Principal and _____² as Surety, are hereby held and firmly bound unto _____³ hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

NONCOLLUSION AFFIDAVIT

State of _____

County of _____

BID Identification _____

CONTRACTOR _____,

being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____

_____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this ____ day of _____, 20__.

Seal of Notary

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CONTRACT

THIS AGREEMENT made this ____ day of _____, 2024, by and between _____¹ hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, all as prepared by Verdantas, acting and in these Contract documents preparation, referred to as the “Engineer”.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ _____ subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda (N/A)

¹ Choose term most applicable: a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; an individual trading as _____.

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements and dated March 2024 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions
- Federal Davis-Bacon Wage Decision

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

OWNER:
FAIRFIELD COUNTY COMMISSIONERS

Signature

Signature

Typed/printed name

Typed/printed name

Title

President

Title

Certifications:

I, _____, certify that I am the
_____ of the corporation named as Contractor herein; that
_____ who signed this Agreement on behalf of the
Contractor, was then _____ of said corporation; that said
Agreement was duly signed for and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

NOTICE OF AWARD

To: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

The OWNER has considered the BID submitted by you on _____ for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ on this day of _____, 2024

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety

NOTICE OF AWARD

Surety's Agent

NOTICE TO PROCEED

To: _____ Date: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024 on or after the date of this “Notice”, and you are to complete the WORK by no later than August 3, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Name: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 2024.

By: _____
Name: _____
Title: _____

**NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville -
Hickenlooper Street Improvements

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

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

Public Authority
By: _____
Title: President

State of Ohio,
County of _____:

Signed and sworn to before me this _____ day of _____, ____.

Notary Public
F - 9

CHANGE ORDER

Order No. 1

Date: _____

Agreement Date: _____

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

OWNER: Fairfield County

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by ____ calendar days.

The date for completion of all WORK will be same as original contract(Date)

Recommended By:

Engineer/Architect: _____

Signature: _____

Title: _____

Accepted By:

Owner: _____

Signature: _____

Title: _____

Contractor:

Signature: _____

Title: _____

County:

Signature: _____

Title: _____

Township:

Signature: _____

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Fairfield County Commissioners do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, _____ Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Fairfield County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

SEAL:

**CONSTRUCTION CONTRACTS
FINAL INSPECTION APPROVAL FORM**

I, _____, have inspected the work performed by _____ on the _____
_____. All work has been performed and completed according to Contract specifications, thereby giving clearance for final payment to _____ for the Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements upon approval of _____
_____.
_____.

The actual Performance Outcome of the project was:

_____.

Project Inspector

CONFLICT OF INTEREST

INTEREST OF LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

FEDERAL OR STATE OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America, and no resident U. S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise herefrom.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. LEAD-BASED PAINT HAZARDS

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. DANGER SIGNALS AND SAFETY DEVICES

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

D. ASBESTOS HAZARDS

Asbestos has been identified by the U.S. Environmental Protection Agency (U.S. EPA) as a hazardous substance under the Clean Air Act's National Emission Standards for Hazardous Air Pollutants (NESHAP) at 40 CFR 61 Subpart M. Furthermore, U.S. EPA identifies the primary asbestos emission source as friable asbestos emitted during renovation and demolition of buildings and other structures and during its subsequent disposal.

If at any time during construction it is determined that asbestos materials are present in a building or facility which exceeds the federal thresholds, the Contractor shall adhere to any and all applicable U.S. EPA (with augmentation by OEPA Asbestos Emission Control Rules), NESHAP, ODH and any other regulatory agency guidelines for projects undergoing demolition and renovation.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Community Development (OCD), the U.S. Department of Housing and Urban Development and/or the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by

the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
10%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written certification (form enclosed herein) of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any):

Ohio

Fairfield County

Village of Pleasantville

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (i) Black; all persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

- (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be

employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/ or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department or Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 - q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the

contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) **The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.**
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- (14) **The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records.** Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. **Certification of Nonsegregated Facilities (Over \$10,000)**

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, **transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**Parking lots, drinking fountains, recreation or entertainment areas

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974.

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICES/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TOTAL				
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*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

COMPANY

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR:

PROJECT NUMBER:

N/A

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes

No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes

No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes

No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

Modeled after form HUD-12

**OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY PARTNERSHIPS
CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR:

PROJECT NUMBER:

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

Modeled after form HUD-12

CONTRACTOR'S CERTIFICATION
COMPLIANCE WITH AIR AND WATER ACTS

TO:

CITY/VILLAGE/COUNTY

PROJECT: Village of Pleasantville – Hickenlooper Street Improvements

I, the undersigned, having executed a contract for the above identified project, acknowledge that:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOTE: Applicable only to Federally assisted Construction contracts and related subcontracts exceeding \$100,000.

Acknowledged by _____
Contractor

Title: _____

Date: _____

**ARCHITECT'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: _____

Project Name: Village of Pleasantville – Hickenlooper Street Improvements

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Architect for the project:
(Legal name and address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

**ENGINEER'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: _____

Project Name: Village of Pleasantville – Hickenlooper Street Improvements

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Engineer for the project:
(Legal name and address) _____

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

**DESIGNER'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: _____

Project Name: Village of Pleasantville – Hickenlooper Street Improvements

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-19.603).

Designer for the project:
(Legal name and address)

Signature: _____

(Print Name)

Date: _____

Name of Chief Local
Executive Official: _____

Signature: _____

Date: _____

LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any Contractor for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

**Ohio Department of Development
Office of Community Development**

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Instructions: Monthly Section 3 Utilization Report

Contractors and subcontractors (Contractors) must submit the Monthly Section 3 Utilization Report form to the Office of Community Development grantee to report labor hours worked on Section 3 projects. See Program Policy 21-04 for more information regarding Section 3 compliance.

¹ The Reporting Period may not exceed four weeks.

² The Project Location should include the local jurisdiction (e.g. township, village, or city) and county.

³ A Section 3 business concern is a business concern meeting at least one of the following criteria, documented within the last six-month period: 1) It is at least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.

⁴ List classification descriptive of work performed by employee.

⁵ Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Section 3 Worker Status Certification form. The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A Section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker’s income for the previous or annualized calendar year is below the income limit established by HUD; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A Targeted Section 3 worker is a Section 3 worker who is: 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An Unclassified worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

⁶ Total Labor Hours. Total labor hours worked on the Section 3 project during the reporting period.

⁷ Unclassified Labor Hours. Labor hours performed by an Unclassified worker.

⁸ Section 3 Labor Hours. Labor hours performed by a Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

⁹ Targeted Section 3 Labor Hours. Labor hours performed by a Targeted Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

¹⁰ Labor Hour Classification example:

<u>Employee Name</u>	<u>Work Classification</u> ⁴	<u>Section 3 Status</u> ⁵	<u>Total Labor Hours</u> ⁶	<u>Labor Hour Classification</u> ¹⁰		
				<u>Unclassified Labor Hours</u> ⁷	<u>Section 3 Labor Hours</u> ⁸	<u>Targeted Section 3 Labor Hours</u> ⁹
Employee A	Bricklayer	Unclassified	65	65		
Employee B	Tile Setter	Section 3 Worker	60		60	
Employee C	Rofer	Targeted Section 3 Worker	70		70	70
Total			195	65	130	70

¹¹ The Office of Community Development (OCD) grantee must enter the OCD grant number, project name, and activity name. The grantee must enter initials and date after performing a basic review (e.g., form is complete and Labor Hour Classifications accurately reflect indicated Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

**Ohio Department of Development
Office of Community Development**

Section 3 Business Self-Certification

Business Name _____
Street Address _____
City _____
State _____
Zip Code _____

Business Phone Number _____
Business Website _____
Business Point of Contact _____
Business Email _____

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: _____

Signature: _____

Name: _____

Title: _____

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status

Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.

**Ohio Department of Development
Office of Community Development**

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant ²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: _____

Signature: _____

Name: _____

Address: _____

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

- (ii) **Certified Payroll Reports.**

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned _____, the duly authorized representative of _____ (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible sub-contractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its sub-contractors while performing work under this contract. If the sub-contractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its sub-contractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: _____ DATE: _____

TITLE: _____

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County - CDBG - Village of Pleasantville - Hickenlooper Street Improvements

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- _____ (1) A Single Proprietorship
- _____ (2) A corporation organized in the State of
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: _____

(Contractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE
C/O	PROJECT NUMBER (IF ANY)
	PROJECT NAME Fairfield County – CDBG – Village of Pleasantville – Hickenlooper Street Improvements

1. The undersigned, having executed a contract with the Fairfield County Commissioners for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- _____ (1) A Single Proprietorship
- _____ (2) A corporation organized in the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe): _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: _____

(Sub-Contractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

PARTIAL WAIVER OF MECHANIC'S LIEN

Progress Payment No. _____

TO ALL WHOM IT MAY CONCERN:

Upon receipt of the sum of (3) _____

Dollars (\$ _____), the undersigned, subject to the reservations contained herein below,

does hereby waive, release and relinquish any and all liens and claims for liens for

labor or work performed and/or material furnished through the (4) _____ day of

(5) _____, 20(6) _____ to the construction project commonly known as (7)

located at (8) _____

and owned by (9) _____.

Nothing in this Partial Waiver of Mechanic's Lien shall waive or otherwise affect lien

rights for retainage now being held by (10) _____

for Labor or work performed and/or material furnished prior to the (4) _____ day of

(5) _____, (6) _____ on or to the above referenced project.

Dated this (11) _____ day of (12) _____, (13) _____.

WITNESS:

(15) _____

(14) _____

By _____

(16)

(14) _____

Instructions For
PARTIAL WAIVER OF MECHANIC'S LIEN

- (1) Underlined Material May Require Editing
- (2) Number of Progress Payment
- (3) Amount of Progress Payment
- (4) Day - Effective Date of Progress Payment
- (5) Month - Effective Date of Progress Payment
- (6) Year - Effective Date of Progress Payment
- (7) Name of Project
- (8) Address of Project
- (9) Name of Owner
- (10) Name of Original Contractor
- (11) Day
- (12) Month
- (13) Year
- (14) Signature of Witness
- (15) Name of Party Waiving Lien
- (16) Name and Capacity of Signing Agent
- (17) Location of Acknowledgment

FEDERAL DAVIS – BACON WAGE DECISION
SECTION 1

FEDERAL DAVIS-BACON PREVAILING WAGE RATE REQUIREMENTS

The Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements is subject to the following Prevailing Wage Rates:

OH20240001

Attached are the Federal Prevailing Wage Rates applicable to this project as of the date this bid packet was compiled. The Contractor is responsible for ensuring that the wages paid to all employees reflect the wage rates that are current on the day of the bid opening.

Current Wage Rates may be obtained at the following website:

www.sam.gov

Ohio
Fairfield County
Heavy/Highway

"General Decision Number: OH20240001 03/08/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	03/08/2024

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-005 06/01/2022

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2022

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0009-002 06/01/2022

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2022

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0014-002 06/01/2022

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing
 stage and/or scaffold; Ramming and spading of plastics and
 gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &
 Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &
 Richland Townships) COUNTIES & the Islands of Lake Erie north
 of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
 journeyman rate.

Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing
 stage and/or scaffold; Ramming and spading of plastics and
 gunniting: \$1.50 per hour above journeyman rate.

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,
 Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 31.40 18.55
BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

Rates Fringes
Bricklayer, Stonemason.....\$ 31.40 18.55
CARP0003-004 05/01/2017

MAHONING & TRUMBULL

Rates Fringes
CARPENTER.....\$ 26.20 17.42
CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

Rates Fringes
CARPENTER.....\$ 25.98 15.98
CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

Rates Fringes
CARPENTER.....\$ 24.04 15.29
CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

Rates Fringes
CARPENTER.....\$ 27.37 20.02
CARP0200-002 05/01/2023

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

Rates Fringes
CARPENTER.....\$ 32.42 21.42
Diver.....\$ 39.41 10.40
PILEDRIVERMAN.....\$ 32.42 21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

Rates Fringes
CARPENTER.....\$ 27.27 14.58

	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....		
	\$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE		
	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2023

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT		
	Rates	Fringes
CARPENTER.....	\$ 28.85	24.59

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT		
	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2023

ASHLAND, ERIE, HURON, LORAIN & RICHLAND		
	Rates	Fringes
CARPENTER.....	\$ 31.62	21.63

CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver	\$ 40.58	9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05

DIVERS - \$250.00 per day

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN	\$ 31.74	16.41

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

* ELEC0008-002 05/29/2023

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 46.38	4.5%+21.96

ELEC0032-003 12/04/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.17	22.82

ELEC0038-002 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0038-008 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 29.80	13.80
Installer Technician.....	\$ 28.55	13.76

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day

b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 11/27/2023

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal &		

Highway Lighting Projects...\$ 25.06	12.26
Municipal Power/Transit Projects.....\$ 31.19	14.11
LINE CONSTRUCTION:	
Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...\$ 36.13	15.03
Municipal Power/Transit Projects \$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator..... \$ 33.62		13.40
Groundman..... \$ 24.17		11.32
Lineman & Cable Splicers... \$ 38.27		14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....\$ 33.62		13.40
Groundman.....\$ 24.17		11.32
Lineman & Cable Splicers....\$ 38.27		14.42

* ELEC0082-002 12/04/2023

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.99

* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

* ELEC0141-003 06/01/2023

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 35.70	28.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0245-001 08/29/2022

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

* ELEC0245-003 01/01/2024

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 52.53	7.75+27%
Groundman/Truck Driver.....	\$ 19.99	7.75+27%
Heli-arc Welding.....	\$ 45.98	7.75+27%
Lineman.....	\$ 45.68	7.75+27%
Operator - Class 1.....	\$ 36.54	7.75+27%
Operator - Class 2.....	\$ 31.98	7.75+27%
Traffic Signal & Lighting Technician.....	\$ 41.11	7.75+27%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be
paid at a rate of double their applicable classified
straight-time rates for the work performed on such holiday.

ELEC0245-004 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
Day; Independence Day; Labor Day; Thanksgiving Day; &
Christmas Day. Employees who work on a holiday shall be
paid at a rate of double their applicable classified
straight-time rates for the work performed on such holiday.

* ELEC0246-001 10/30/2023

	Rates	Fringes
ELECTRICIAN	\$ 42.50	55%+13.88

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/29/2023

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 40.15	5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

* ELEC0540-005 01/01/2024

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 36.96	28.18

* ELEC0573-003 11/27/2023

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN	\$ 40.40	22.08

* ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY

(Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships),
 PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry,
 Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion
 Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk,
 Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN	\$ 37.00	22.26

* ELEC0648-001 08/29/2023

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan,
 Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 34.00	21.98

* ELEC0673-004 01/01/2024

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne &
 Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden,
 Huntsburg, Montville, Munson, Newbury & Thompson Townships) and
 LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 37.38	23.75

ELEC0683-002 05/29/2023

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,
 PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,
 Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and
 UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &
 Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,
 Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &
 Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT
 (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)
 COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 32.30	21.83

ELEC0972-002 06/01/2023

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

ELEC1105-001 05/29/2023

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,
Milford, Hilliar, Butler, Harrison, Pleasant & College
Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn,
York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &
Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22

ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving
Machine; Boiler Operator on Compressor or Generator when
mounted on a Rig; Cableway; Combination Concrete Mixer &
Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump;
Crane (All Types, Including Boom Truck, Cherry Picker);
Crane-Compact, Track or Rubber over 4,000 lbs. capacity;
Cranes-Self Erecting, Stationary, Track or Truck (All
Configurations); Derrick; Dragline; Dredge (Dipper, Clam or
Suction); Elevating Grader or Euclid Loader; Floating
Equipment (All Types); Gradall; Helicopter Crew
(Operator-Hoist or Winch); Hoe (all types); Hoisting Engine
on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System);
Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel
Tractor; Locomotive (Standard Gauge); Maintenance Operator
Class A; Mixer, Paving (Single or Double Drum); Mucking
Machine; Multiple Scraper; Piledriving Machine (All Types);
Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail
Tampers (with auto lifting & aligning device); Refrigerating
Machine (Freezer Operation); Rotary Drill, on Caisson work;
Rough Terrain Fork Lift with Winch/Hoist; Side-Boom;
Slip-Form Paver; Tower Derrick; Tree Shredder; Trench
Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug
Boat; Tunnel Machine and/or Mining Machine; Wheel
Excavator; and Asphalt Plant Engineer (Cleveland District

Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24'" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4'" & over discharge); Roller, Asphalt; Rotavator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48'" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4'" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,

BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,
 COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
 FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,
 HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
 LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
 MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,
 SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN
 WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and
 YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low

pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66

HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2023

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01
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IRON0017-010 05/01/2023

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including metal building erection &
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Reinforcing.....\$ 35.83

28.01

3/28/2024

IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2023

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

IRON0055-003 07/01/2023

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector	\$ 25.40	23.87
Flat Road Mesh	\$ 29.77	21.30
Tunnels & Caissons Under Pressure	\$ 29.77	21.30
All Other Work	\$ 34.25	28.20

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59

IRON0172-002 06/01/2023

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.07	22.55

IRON0207-004 06/01/2023

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2023

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI,

MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2023

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (5. of Old Rte. #224), MEDINA (5. of Old Rte. #224), PORTAGE (5. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27

IRON0769-004 06/01/2023

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34

IRON0787-003 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.30	23.95

LABO0265-008 05/01/2023

	Rates	Fringes
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LABORER

ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING,
MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT,
TRUMBULL & WOOD COUNTIES

GROUP 1	\$ 35.05	13. 70
GROUP 2	\$ 35.22	13. 70
GROUP 3	\$ 35.55	13. 70
GROUP 4	\$ 36.00	13. 70
CUYAHOGA AND GEAUGA		
COUNTIES ONLY: SEWAGE		
PLANTS, WASTE PLANTS,		
WATER TREATMENT		
FACILITIES, PUMPING		
STATIONS, & ETHANOL PLANTS		
CONSTRUCTION	\$ 37.66	13. 70
CUYAHOGA, GEAUGA & LAKE		
COUNTIES		
GROUP 1	\$ 36.28	13. 70
GROUP 2	\$ 36.45	13. 70
GROUP 3	\$ 36.78	13. 70
GROUP 4	\$ 37.23	13. 70
REMAINING COUNTIES OF OHIO		
GROUP 1	\$ 34.62	13. 70
GROUP 2	\$ 34.79	13. 70
GROUP 3	\$ 35.12	13. 70
GROUP 4	\$ 35.57	13. 70

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Varner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2023

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1	\$ 28.59	20.04
GROUP 2	\$ 29.59	20.04
GROUP 3	\$ 29.59	20.04
GROUP 4	\$ 29.59	20.04
GROUP 5	\$ 29.59	20.04
GROUP 6	\$ 29.59	20.04
GROUP 7	\$ 29.59	20.04
GROUP 8	\$ 29.59	20.04
GROUP 9	\$ 29.59	20.04

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		

STRIPING

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead	
Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

* PAIN0093-001 12/01/2023

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 35.45	23.69
Power Generating Facilities.\$ 32.30	23.69

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 26.98	12.56
GROUP 4 - Steeplejack Work..\$ 27.18	12.56
GROUP 5 - Coal Tar.....\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....\$ 37.94	12.56

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

Bridge Equipment Tenders and Containment Builders....\$ 27.93	7.25
Bridges; Blasters; andRiggers.....\$ 34.60	7.25
Brush and Roller.....\$ 20.93	7.25
Sandblasting; Steam	

Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

* PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

* PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 32.18	20.29
GROUP 2.....	\$ 33.81	20.29
GROUP 3.....	\$ 35.44	20.29
GROUP 4.....	\$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2023

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from
Scaffolds, Bridge Work and/or Open Structural Steel,
Standpipes and/or Water TowersGROUP 6 - Public & Commerce Transportation, Steel or
Galvanized, Bridges, Tunnels & Related Support Items
(concrete)GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

* PAIN1275-002 11/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.01	15.16
Brush; Roller.....	\$ 29.40	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work.....	\$ 30.10	15.16
Spray.....	\$ 29.90	15.16
Stacks; Tanks; & Towers.....	\$ 32.21	15.16
Structural Steel & Swing Stage.....	\$ 28.25	15.16

PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

3/28/2024

	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24
PLAS0404-002 05/01/2018		

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
PLAS0404-003 05/01/2018		

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
PLAS0886-001 05/01/2023		

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLAS0886-003 05/01/2023		

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLAS0886-004 05/01/2023		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
PLUM0042-002 07/01/2023		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.62	25.47

* PLUM0050-002 07/03/2023

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 47.15	30.21

PLUM0055-003 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 41.11	29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09

PLUM0120-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30

* PLUM0162-002 06/01/2023

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	\$ 40.00	26.87

PLUM0168-002 06/01/2023

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.95	34.97

PLUM0189-002 06/01/2022

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2023

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 43.22	27.29

PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.62	25.83

PLUM0396-001 06/01/2023

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.10	28.51

PLUM0495-002 06/01/2023

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon
Townships), COLUMBIANA (Washington & Yellow Creek Townships &
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),
COSHOCKTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South

to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.23	35.40

PLUM0577-002 06/01/2023

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

PLUM0776-002 07/01/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 31.49	16.40
GROUP 2	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "'identifiers'" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, **2014**.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract agreement by Fairfield County Board of County Commissioners and Spires Paving Company.

(Fairfield County Regional Planning Commission)

Approved as to form on 7/23/2024 11:25:36 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Signature Page

Resolution No. 2024-07.30.o

A Resolution Authorizing the Approval of a Contract Agreement by and between the
Fairfield County Board of County Commissioners and the Spires Paving Company

(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 notice to proceed and notice of commencement to Spires Paving Company for CDBG PY2022, Village of Pleasantville, Hickenlooper Street Improvements project.

WHEREAS, a resolution was approved the award of bid to Spires Paving Company for the Village of Pleasantville, Hickenlooper Street Improvements project; and

WHEREAS, Assistant Prosecuting Office has approved the award of contract; and

WHEREAS, the notice to proceed and notice of commencement needs to be signed and approved by the Board of Commissioners;

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached notice to proceed and notice of commencement.

Prepared by: Joshua Hillberry
CC: Regional Planning

NOTICE TO PROCEED

To: _____ Date: _____

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville - Hickenlooper Street Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024 on or after the date of this “Notice”, and you are to complete the WORK by no later than August 3, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Name: _____
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 2024.

By: _____
Name: _____
Title: _____

**NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville -
Hickenlooper Street Improvements

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

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

Public Authority

By: _____

Title: President

State of Ohio,
County of _____:

Signed and sworn to before me this _____ day of _____, _____.

Notary Public

Signature Page

Resolution No. 2024-07.30.p

A Resolution Authorizing the Notice to Proceed and Notice of Commencement to Spires Paving Company for CDBG PY2022, Village of Pleasantville, Hickenlooper Street Improvements Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the South Hampton, Section 2, Part 1 Final Plat [Regional Planning]

WHEREAS, the South Hampton, Section 2, Part 1, subdivision located in Violet Township, was approved by the Regional Planning Commission on October 3, 2023; and

WHEREAS the developer has submitted a final plat as required by Fairfield County Regional Planning Commission; and

WHEREAS the developer has submitted a development agreement as required by the Fairfield County Subdivision Regulations; and

WHEREAS the developer has furnished acceptable improvement assurances; and

WHEREAS the developer has furnished all required fees.

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

Section 1. That this Board hereby approves and authorizes itself to execute the final plat for the South Hampton, Section 2, Part 1, subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning

FINAL PLAT FOR South Hampton Section 2

Township of Violet, County of Fairfield, State of Ohio,
Township 15, Range 20, Section 21, Southeast Quarter

DEDICATION

Fairfield County Commissioners

Steve A. Davis

Jeff Fix

David Levacy

Jeremiah D. Upp,
Fairfield County Engineer

Tony J Vogel,
Fairfield County Sanitary Engineer

Holly Mattei,
Director, Fairfield County
Regional Planning Commission

Kelly Sarko,
Violet Township Zoning Inspector

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

Lisa McKenzie,
Fairfield County Recorder

OWNER

SP Hill Road Development, Inc.
5201 Richmond Road, Suite 1
Bedford Heights, Ohio 44146
Ph. 440-498-9411

DEVELOPER



5201 Richmond Road, Suite 1
Bedford Heights, Ohio 44146
Ph. 440-498-9411

Approved and accepted this _____ day of _____, 2023. The streets, roads, etc. herein dedicated to public use are hereby accepted as such for the County of Fairfield, State of Ohio.

This plat is hereby approved as of _____, 2023, however, streets are not accepted until inspected and approved.

This plat is hereby approved as of _____, 2023, however, sanitary sewers and waterlines are not accepted until inspected and approved.

I hereby certify that this plat was approved by the Fairfield County Regional Planning Commission on _____, 2023. This approval becomes void unless this plat is filed for recording within one hundred and eighty (180) days of the above approval.

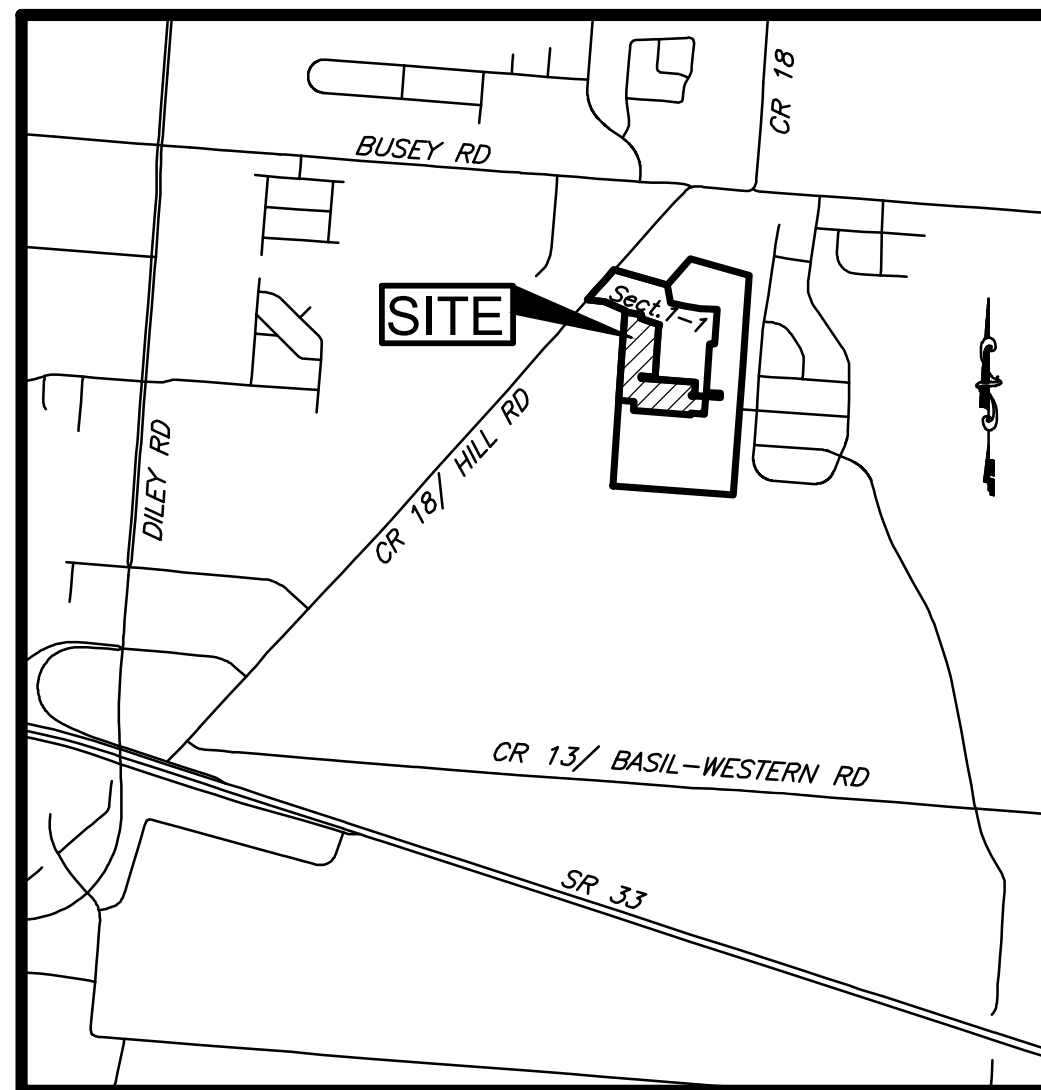
This plat is consistent with the current Violet Township Zoning Resolution.

I hereby certify that the land described by this plat was transferred on _____, 2023.

I hereby certify that this plat was filed for recording on _____, 2023, at ____ am-pm and that it was recorded on _____, 2023, in Inst. No. _____ records of Fairfield County, Ohio. Fee \$ _____.

ENGINEER/SURVEYOR

WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979



LOCATION MAP
NO SCALE

SITE STATISTICS

Total Acreage	=	8.484 Acres
Lot Area	=	6.676 Acres
Total # of Lots	=	41 Lot
Right of Way	=	1.808 Acres
Length of Street	=	1,571 L.F.
Min. Lot Width	=	52 Ft. (at Building Line)
Existing Zoning	=	P.D.

PARENT PARCEL

SP Hill Road Development, Inc.
Instrument Number 202300004129
PID# 037-02095-00,
Total Acreage = 50.904 Acres

SURVEY DATA

BASIS OF BEARINGS: For the purpose of this plat the bearings are based on the South line of South Hampton Section 1, Part 1, as recorded in Plat Cabinet _____, Page _____, as being S 85°50'01" W, and is an assumed Meridian used to denote angles only.

SOURCE OF DATA: The sources of recorded survey data are the records of the Fairfield County, Ohio Recorder, and referenced in the plan and text of this plat.

MONUMENT MARKERS: Permanent Monuments set are 30" x 1" solid iron pins to be set upon completion of construction.

Markers shall be three-fourths (3/4) inch steel rod eighteen (18) inches in length, or more with a cap inscribed P.S. 7452. Markers shall be placed at each corner of all lots and at all angles in property line where permanent monuments are not already located. The markers shall be flush with the finish grade or counter sunk to afford protection from being disturbed.

Monuments shown on the plat as not in place at the time of recording shall be placed prior to acceptance of the streets.

SITUATE

Situated in the Township of Violet, County of Fairfield, State of Ohio, of Violet, Township 15, Range 20, Section 21, Southeast Quarter and being 8.484 acres out of a 50.904 acre parcel conveyed to **SP HILL ROAD DEVELOPMENT, INC.** of record in Instrument #202300004129, while being part of P.P.N. 0370209500, all references to records being on file in the Office of the Recorder, Fairfield County, Ohio

OWNER AGREEMENT

I, the undersigned, **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** being the owner and lienholders, of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents **South Hampton Section 2**, a subdivision containing Lots numbered 39-79 inclusive, do voluntarily consent to the execution of said plat and dedicates to public use, as such, Seths Street (0.162 Acres), Alban Woods Way (0.946 Acres) and Brittany Drive (0.700 Acres), shown hereon.

In Witness Whereof, **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** have hereunto set their hand

this _____ day of _____, 2023.

Signed and acknowledged
in the presence of:

SP Hill Road Development, Inc.

WITNESS:

By _____
BERARDINO PALMIERI, President

WITNESS:

STATE OF OHIO

COUNTY OF _____ ss:

Before me, a Notary Public in and for said State, personally appeared **BERARDINO PALMIERI**, President of **SP HILL ROAD DEVELOPMENT, INC.** Acknowledged the signing of the foregoing instrument his voluntary act and deed and the free and voluntary act and deed of said company, for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2023.

Notary Public, State of Ohio

My commission expires _____

I hereby certify that this plat represents a true and complete survey made by me or under my supervision in November of 2021, 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 - Minimum Standards for Boundary Surveys in the State of Ohio.

By _____ Date _____
Scott A England,
Professional Surveyor No 7452

Description of 8.484 Acres

Situated in the Township of Violet, County of Fairfield, State of Ohio, and being a part of the Southeast Quarter of Section 21, Township 15N, Range 20W, of the Congress Lands, and being more particularly described as follows;

Being a Survey of 8.484 Acres all out of a 50.904 Acre parcel conveyed to SP Hill Road Development, Inc., as recorded in Instrument No. 202300004129 while being part of Auditor's P.P.N. 037-02095-00, all references to records being on file in the Fairfield County Deed Records, and further described as follows;

Commencing at a stone found marking the Southeast corner of the Southeast Quarter of Section 21, the same being the Southwest corner of Woodstream Section 4, Phase 2, as recorded in Plat Cabinet 2, Slot 126, the same being the Northwest corner of a 27.57 Acre parcel conveyed to Sheridan Smith, as recorded in Official Record 1607, Page 1902, the same being the Northeast corner of a 100.57 Acre parcel conveyed to Thomas L. Thornton, as recorded in Instrument No. 202100033670, the same being the Southeast corner of said 50.904 Acre parcel, of which this description is a part;

Thence, N 85°38'47" W 1087.54 feet, with the North line of said Thornton parcel, the same being the South line of said 50.904 Acre parcel of which this description is a part. the same being the South line of Section 21, the same being the North line of Section 28, to a 3/4" o.d. iron pin found marking the Southeast corner of a 8.72 Acre parcel conveyed to Gregory M and Carmen L Bigus Surv, as recorded in Instrument No. 202100025254, the same being the Southwest corner of said 50.904 Acre parcel of which this description is a part;

Thence, N 04°09'29" E 772.18 feet with the East line of said Bigus parcel, to a set 1" iron pin encased in concrete, and being the **PRINCIPLE PLACE OF BEGINNING**;

Thence continuing with the East line of said Bigus Parcel, also being the West line of said 50.904 Acre parcel of which this description is a part, for the following two (2) courses and distances;

- 1. N 04°09'29" E 590.12 feet, to a 3/4" o.d. iron pin found;
- 2. N 04°42'16" E 206.52 feet, to a 3/4" o.d. iron pin found;

Thence with the South and East line of said South Hampton Section 1, Part 1 for the following ten (10) courses and distances;

- 1. S 79°05'15" E 144.06 feet, to a 3/4" o.d. iron pin found;
- 2. with a curve to the right (Radius of 25.00', Delta Angle 46°41'42", arc length 20.37 feet) with a chord bearing S 02°11'35" E 19.82 feet, to a 3/4" o.d. iron pin found;
- 3. with a curve to the left (Radius of 275.00', Delta Angle 03°00'47", arc length 14.46 feet) with a chord bearing S 19°38'53" W 14.46 feet, to a 3/4" o.d. iron pin found;
- 4. S 71°51'31" E 50.00 feet, to a 3/4" o.d. iron pin found;
- 5. S 71°39'20" E 125.82 feet, to a 1" iron pin encased in concrete found;
- 6. S 08°46'57" W 45.33 feet, to a 3/4" o.d. iron pin found;
- 7. S 04°09'59" W 426.00 feet, to a 3/4" o.d. iron pin found;
- 8. N 85°50'01" W 125.00 feet, to a 3/4" o.d. iron pin found;
- 9. S 04°09'59" W 20.00 feet, to a 3/4" o.d. iron pin found;
- 10. S85°50'01" E 491.00 feet, to a 1" iron pin encased in concrete found;

Thence crossing said 50.904 Acre parcel of which this description is a part, for the following twelve (12) courses and distances;

- 1. S 04°09'59" W 93.86 feet, to a 3/4" iron pin found;
- 2. S 51°50'27" W 38.82 feet, to a 3/4" iron pin found;
- 3. S 85°50'01" E 5.87 feet, to a 3/4" iron pin found;
- 4. S 04°09'59" W 10.88 feet, to a 3/4" iron pin found;
- 5. N 74°13'42" E 31.91 feet, to a 3/4" iron pin found;
- 6. S 85°50'01" E 95.00 feet, to a 3/4" iron pin found;
- 7. S 04°09'59" W 161.00 feet, to a set 1" iron pin encased in concrete;
- 8. N 85°50'01" W 125.00 feet, to a set 1" iron pin encased in concrete;
- 9. S 04°09'59" W 14.00 feet, to a set 1" iron pin encased in concrete;
- 10. N 85°50'01" W 518.17 feet, to a set 1" iron pin encased in concrete and passing over a Mag Spike set at 25.00 feet;
- 11. N 04°09'59" E 83.00 feet, to a set iron pin;
- 12. N 85°50'01" W 135.11 feet, to a set 1" iron pin encased in concrete;

Said parcel as surveyed contains 8.484 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

The bearings of the above description are based on the South line of South Hampton, Section 1, Part 1, as recorded in Plat Cabinet ___, Slot ___, as being S 85°50'01" W, and is an assumed Meridian used to denote angles only.

All iron pins set are 3/4" o.d. iron pipes 30" long with caps labeled "Watcon #S-7452".

The above description is based on an actual field survey in December of 2020 by Watcon Engineering & Surveying, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452.

FINAL PLAT FOR

South Hampton Section 2

Township of Violet, County of Fairfield, State of Ohio, Township 15, Range 20, Section 21, Southeast Quarter

NOTES

NOTE "A": The purpose of this plat is to show certain property rights-of-ways, and easements boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat.

NOTE "B": Areas designated as "30' Buffer/Tree Preservation/No Build Zone" shall not allow permanent structures such as decks, patios or fences but shall allow trees, bushes and other landscape materials to be planted. All existing trees within this area shall be preserved and remain undisturbed with the exception of dead or poor conditioned trees or for utility crossings or street stubs. Utilities are allowed within this area.

NOTE "C": No Vehicular Access to be in effect until such time as the public street right-of-way is extended and dedicated by plat.

NOTE "D": All lots in the South Hampton Subdivision shown on this plat shall be part of a drainage maintenance district for the maintenance, repair and replacement of the drainage/ storm sewer system serving the South Hampton 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.

NOTE "E": All of South Hampton is located in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, Map Number 39045C0110G, effective date JANUARY 6, 2012.

NOTE "F": Fences: With the exception of HOA approved fencing with respect to any swimming pool, fences shall not be allowed in South Hampton. The approved style and materials for fences are set forth in Exhibit E of the approved Zoning Text.

WATERLINE EASEMENTS: Waterline easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY EASEMENTS: Utility easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

UTILITY AND SANITARY SEWER EASEMENTS: Utility and sanitary sewer easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility and sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

SANITARY SEWER EASEMENTS: Easements designated as Sanitary Sewer Easements on this plat are for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said sewers and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer 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 appurtenant works on any part of easement areas designated "Drainage Easement" hereon including the right to construct, clean, repair, keep unobstructed, and care for said sewers, swales, ditches, piping and appurtenant structures, 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 plat, 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 (South Hampton Section 2) 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 portions 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."

All lots in the Subdivision shall be part of a drainage maintenance 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.

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 area.

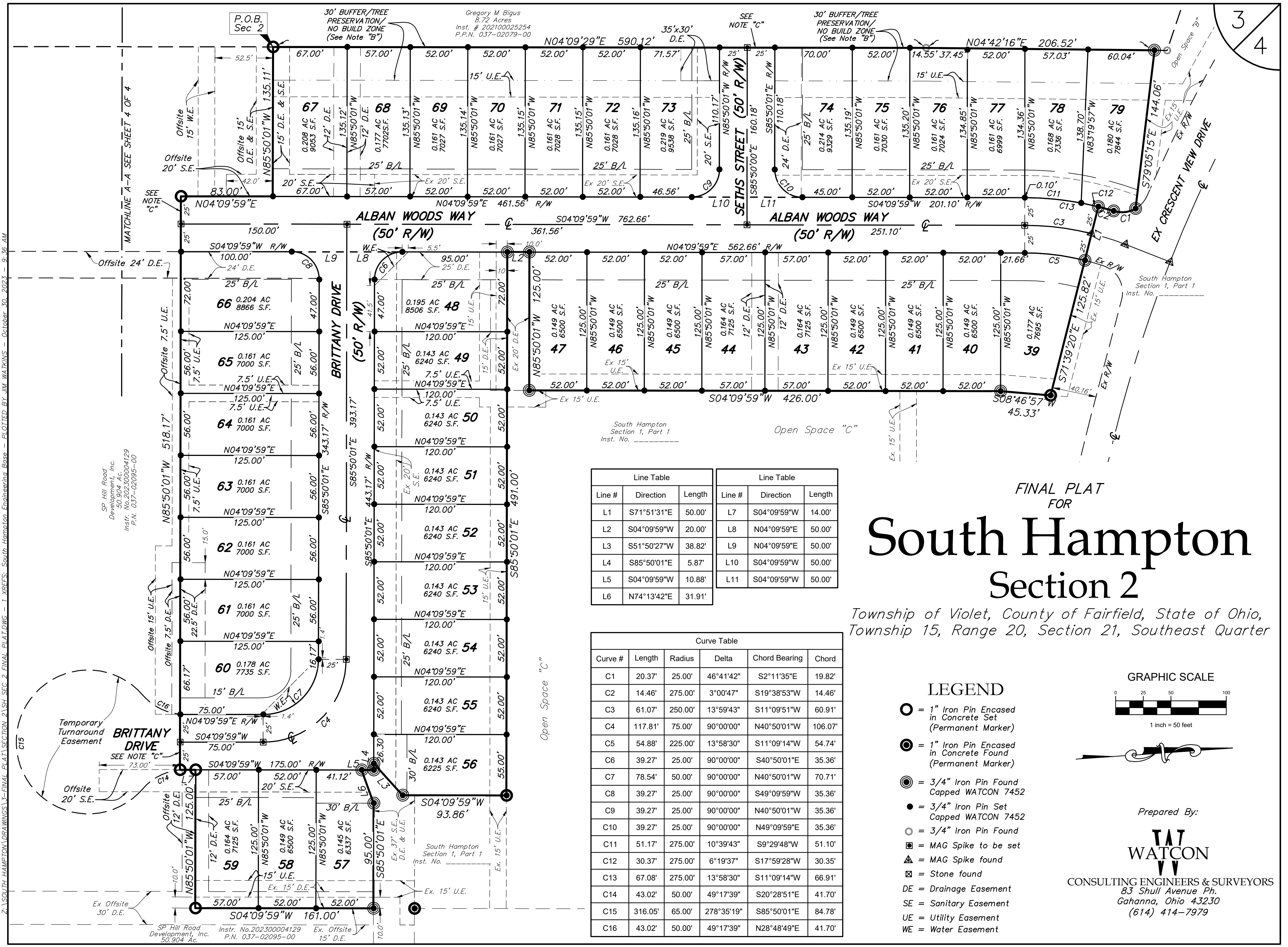
The easement for storm sewer, storm drainage swales, and appurtenant works is hereby granted to the Board of Fairfield County Commissioners and its assigns, for use at such time as it is determined that for reasons of public health, safety, and welfare it is necessary to construct, reconstruct, maintain, and keep open and unobstructed the major storm drainage swales within said "drainage easement area" or "drainage and sanitary sewer easement area" and that the costs thereof, both direct and incidental thereto, shall be paid for by the owner or owners of the fee simple title to the lots and land upon which such maintenance is performed, unless paid by a drainage maintenance district established for the Subdivision.

A property owners association is required as a condition of this plat. All property owners shall be members of said association, and shall be subject to the provisions of a Declaration of Covenants, Easements, Restrictions and Assessments for South Hampton and responsible for items identified in the document establishing said association and the Declaration.

Prepared By: WATCON

CONSULTING ENGINEERS & SURVEYORS 83 Shull Avenue Ph. Gahanna, Ohio 43230 (614) 414-7979

Z:\SOUTH HAMPTON DRAWINGS\3-FINAL PLAT\SECTION 2\SH_SEC_2_FINAL_PLAT.DWG - J_XREFS: South Hampton Engineering Base - PLOTTED BY JIM WATKINS - October 30, 2023 - 9:36 AM



Line Table

Line #	Direction	Length
L1	S71°51'31"E	50.00'
L2	S04°09'59"W	20.00'
L3	S51°50'27"W	38.82'
L4	S85°50'01"E	5.87'
L5	S04°09'59"W	10.88'
L6	N74°13'42"E	31.91'

Line Table

Line #	Direction	Length
L7	S04°09'59"W	14.00'
L8	N04°09'59"E	50.00'
L9	N04°09'59"E	50.00'
L10	S04°09'59"W	50.00'
L11	S04°09'59"W	50.00'

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	20.37'	25.00'	46°41'42"	S2°11'35"E	19.82'
C2	14.46'	275.00'	3°00'47"	S19°38'53"W	14.46'
C3	61.07'	250.00'	13°59'43"	S11°09'51"W	60.91'
C4	117.81'	75.00'	90°00'00"	N40°50'01"W	106.07'
C5	54.88'	225.00'	13°58'30"	S11°09'14"W	54.74'
C6	39.27'	25.00'	90°00'00"	S40°50'01"E	35.36'
C7	78.54'	50.00'	90°00'00"	N40°50'01"W	70.71'
C8	39.27'	25.00'	90°00'00"	S49°09'59"W	35.36'
C9	39.27'	25.00'	90°00'00"	N40°50'01"W	35.36'
C10	39.27'	25.00'	90°00'00"	N49°09'59"E	35.36'
C11	51.17'	275.00'	10°39'43"	S9°29'48"W	51.10'
C12	30.37'	275.00'	6°19'37"	S17°59'28"W	30.35'
C13	67.08'	275.00'	13°58'30"	S11°09'14"W	66.91'
C14	43.02'	50.00'	49°17'39"	S20°28'51"E	41.70'
C15	316.05'	65.00'	278°35'19"	S85°50'01"E	84.78'
C16	43.02'	50.00'	49°17'39"	N28°48'49"E	41.70'

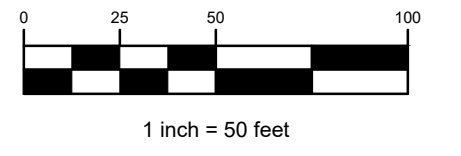
FINAL PLAT FOR
South Hampton
 Section 2

Township of Violet, County of Fairfield, State of Ohio,
 Township 15, Range 20, Section 21, Southeast Quarter

LEGEND

- = 1" Iron Pin Encased in Concrete Set (Permanent Marker)
- = 1" Iron Pin Encased in Concrete Found (Permanent Marker)
- ⊙ = 3/4" Iron Pin Found Capped WATCON 7452
- = 3/4" Iron Pin Set Capped WATCON 7452
- = 3/4" Iron Pin Found
- = MAG Spike to be set
- ▲ = MAG Spike found
- ⊠ = Stone found
- DE = Drainage Easement
- SE = Sanitary Easement
- UE = Utility Easement
- WE = Water Easement

GRAPHIC SCALE



Prepared By:



CONSULTING ENGINEERS & SURVEYORS
 83 Shull Avenue Ph.
 Gahanna, Ohio 43230
 (614) 414-7979

2: SOUTH HAMPTON DRAWINGS \3-FINAL PLAT\SECTION 2\SH SEC 2-FINAL PLAT.DWG - 1.XREFS: South Hampton Engineering Base - PLOTTED BY JIM WATKINS - October 30, 2023 - 9:35 AM

Signature Page

Resolution No. 2024-07.30.q

A Resolution to Approve the South Hampton, Section 2, Part 1 Final Plat
(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.

2024-07.30.r

A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and Bloom Carroll Schools.

WHEREAS, The Fairfield County Sheriff's Office is requesting approval of a service agreement with Bloom Carroll Schools; 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 Bloom Carroll Schools.

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 Bloom Carroll Schools, Shawn Haughn, Superintendent ("School Board").

WHEREAS, the School Board wants to provide security officer services at Bloom Carroll Schools; and

WHEREAS, the School Board has determined that security services are beneficial to the students and the staff at Bloom Carroll Schools; 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 one (1) eight (8) hour a day, forty (40) hours a week, for 183 working days during the school year, line patrol unit to the Bloom Carroll Schools during the school year. Said patrol unit will consist of one (1) Deputy 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 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:
 - 2.1. A base sum of eighty-nine thousand, nine hundred sixty-eight dollars and fifty-four cents (\$89,968.54) for non-overtime services provided pursuant to this contract and costs incurred by the Sheriff of Fairfield County.
 - 2.1.1. The School Board will pay this sum based upon the following schedule. The School Board will make all payments on or before the date indicated:

August 1, 2024: \$7497.38

September 1, 2024: \$7497.38

October 1, 2024: \$7497.38
November 1, 2024: \$7497.38
December 1, 2024: \$7497.38
January 1, 2025: \$7497.38
February 1, 2025: \$7497.38
March 1, 2025: \$7497.38
April 1, 2025: \$7497.38
May 1, 2025: \$7497.38
June 1, 2025: \$7497.38
July 1, 2025: \$7497.36

2.2. 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.

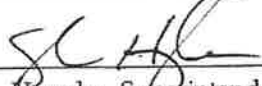
2.2.1. Starting in September 2024, and continuing through August 2025, the Sheriff will submit invoices to the School Board by the 10th day of each month indicating the cost of overtime incurred in the previous calendar month. The School Board will pay said invoices by the first day of the calendar month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

3. The Deputy 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 Deputy 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.
4. The hours of service of the Deputy under terms of this contract shall be established by mutual agreement between the contracting parties based on the above stated security needs.
5. The contract period for the deputy to work will commence on or around August 19, 2024 and terminate on or around May 31, 2025.
6. 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.

7. 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.
8. This agreement may not be assigned by any party.
9. 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.
10. 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 signatures of the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated

BLOOM CARROLL SCHOOLS




 Shawn Haughn, Superintendent

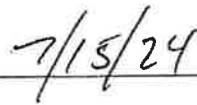
FAIRFIELD COUNTY SHERIFF



 Alex Lape, Sheriff



 Jennifer Sherman, Board President Date



 Date

BOARD OF FAIRFIELD COUNTY COMMISSIONERS

 Steve Davis, Commissioner

 Jeff Fix, Commissioner

 David Levacy, Commissioner

 Date

FAIRFIELD COUNTY SHERIFF'S OFFICE
COST OF PROVIDING SCHOOL SECURITY AT BLOOM CARROLL SCHOOLS

COSTS FOR 2024 PORTION OF SCHOOL YEAR		COSTS FOR 2025 PORTION OF SCHOOL YEAR	
2024 Hourly Rate	\$ 34.161	2025 Hourly Rate	\$ 36.530
Daily hours	<u>8</u>	Daily hours	<u>8</u>
Daily pay for deputy	\$ 273.288	Daily pay for deputy	\$ 292.24
Estimated # of days in 2024 portion of school year	<u>83</u>	Estimated # of days in 2025 portion of school year	<u>100</u>
Estimated Holiday Pay	\$ 2,732.88	Estimated Holiday Pay	\$ 2,922.400
Estimated Salary Cost for 2024	\$ 25,415.78	Estimated Salary Cost for 2025	\$ 32,146.40
Benefits		Benefits	
PERS	\$ 4,600.257	PERS	\$ 5,818.50
Medicare	\$ 368.53	Medicare	\$ 466.12
Worker's Comp	\$ 381.24	Worker's Comp	\$ 482.20
Life Ins	\$ 14,600	Life Ins	\$ 18.25
Health Ins	\$ 7,343.33	Health Ins	\$ 9,838.33
Total Benefit cost	\$ 12,707.956	Total Benefit cost	\$ 16,423.40
Cost for 2024 portion of 2024-2025 school session	\$ 38,123.740	Cost for 2025 portion of 2024-2025 school session	\$ 48,569.80

COST FOR 2024-2025 SCHOOL YEAR
COST OF CRUISER AT \$15/DAY - 183 DAYS
ANNUAL SRO CONFERENCE TRAINING
COMBINED COST FOR 2024-2025 SCHOOL YEAR

	\$ 86,693.54
	\$ 2,745.00
	\$ 530.00
	<u>\$ 89,968.54</u>

MONTHLY COST FOR SCHOOL YEAR*

	\$ 7,497.38 august-june
	<u>\$ 7,497.36 july</u>

*monthly cost is to be paid monthly for the whole year, but is based on charging only for the 183 days that school is in session.

Signature Page

Resolution No. 2024-07.30.r

A Resolution Authorizing the Approval of a Service Agreement by and between the
Fairfield County Sheriff's Office and Bloom Carroll Schools

(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 approving an account-to-account transfer into a major expenditure object category.

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations are hereby authorized as follows:

From: 23100101 Material Supplies 20,000
To: 23100101 Capital Outlay

Prepared by: Mendi Rarey
cc: Sheriff

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$20,000

From: 23100101 561000 General Office Supplies; \$20,000

To: 23100101 574000 Equipment, Software & Fixtures; \$20,000

Signature Page

Resolution No. 2024-07.30.s

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category

(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.

2024-07.30.t

A resolution to appropriate from unappropriated in a major expenditure object category for Sheriff's Office Fund 2027, Weights

WHEREAS, additional appropriations are needed in the major expenditure object category for 2027, Weights; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category: \$160.00:

23202700 Clothing \$160.00

Prepared by: Mendi Rarey
cc: Sheriff

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$160.00

2027#; 23202700#; 561060#; Clothing; \$160.00

Please appropriate \$160.00 from unappropriated to the above object codes.

Signature Page

Resolution No. 2024-07.30.t

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2027, Commissary

(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 appropriate from unappropriated in a major expenditure object category for Sheriff's Office Fund 2442, Commissary.

WHEREAS, additional appropriations are needed in the major expenditure object category for 2442, Commissary; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category: \$26,030.00:

23224200 Contract Services \$26,030.00

Prepared by: Mendi Rarey
cc: Sheriff

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$26,030.00

2442#; 23244200#; 530000#; Contract Services; \$26,030.00

Please appropriate \$26,030.00 from unappropriated to the above object codes.

Signature Page

Resolution No. 2024-07.30.u

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2442, Commissary

(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 appropriate from unappropriated in a major expenditure object category for Sheriff's Office Fund 2503, Police Revolving.

WHEREAS, additional appropriations are needed in the major expenditure object category for 2503, Police Revolving; and

WHEREAS, appropriating from unappropriated will allow proper accounting in the major expenditure object category.

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category: \$5000.00:

23250300 Contractual Services \$5000.00

Prepared by: Mendi Rarey
cc: Sheriff

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

23250300#; 543000#; Repair and Maintenance; \$5000.00

Please appropriate \$5000.00 from unappropriated to the above object codes.

Signature Page

Resolution No. 2024-07.30.v

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office Fund #2503, Police Revolving

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of August 1, 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

08/01/2024 to 08/01/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 COMMISSIONERS ADMIN									
Fund: 1001 - GENERAL FUND									
1585862	08/01/2024	80132	AUNDREA N CORDLE	7/2024	07/01/2024	24000058	C0730	CELL PHONE STIPEND 7/2024	60.00
1585863	08/01/2024	82133	JEFF PORTER	7/2024	07/01/2024	24000065	C0730	MONHTLY CELL PHONE STIPEND 7/2024	60.00
Fund: 2876 - FISCAL RECOVERY (ARP)									
5406421	08/01/2024	7210	PLEASANTVILLE CLERK TREASURER	3	07/23/2024	23004232	C0730	subgrant agreement for Pleasantville Water project	67,831.05
5406421	08/01/2024	7210	PLEASANTVILLE CLERK TREASURER	3	07/23/2024	24002693	C0730	subgrant agreement for Pleasantville Water project	72,947.53
TOTAL: COMMISSIONERS ADMIN									140,898.58

INVOICES BY DEPARTMENT

08/01/2024 to 08/01/2024

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: **\$140,898.58**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-07.30.w

A Resolution Authorizing the Approval of Payment of Invoices for Departments that
Need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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