

Regular Meeting #40 - 2024
Fairfield County Commissioners' Office
September 24, 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 Officer, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnell and Ausin Lines; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Deputy Director of Engineer's Operations, Jason Grubb; Deputy Engineer, Eric McCrady; Deputy CPS Director, Sarah Fortner; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; ADAMH Executive Director, Marcy Fields; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Brad Leonard, Sherry Pymmer, Barb Martin, Frank Martin, Bryan Everitt and Robin Thompson.

Virtual attendees: Beth Cottrell, Abby King, Greg Forquer, Lori Lovas, Tony Vogel, Jennifer Morgan, Britney Lee, Jessica Murphy, Stacy Hicks, CJ Roberts, Christina Holt, Jeff Barron, Joe, Bev Hoskinson, Deborah, Michelle Carper, Lori Hawk, Jeanie Wears, Nick, Aubrey Ward, Tiffany Daniels, Amy Brown-Thompson, Toni Ashton, and Jeffrey Duff.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Listen & Learn, ADAMH

Marcy Fields, Executive Director

Ms. Fields spoke about the Fairfield County ADAMH Board and the renewal levy that will be on the November ballot. ADAMH operates from State and Federal grants and from levy funding. Levy funding accounts for 60% of the agency's annual funding. Expenses include special projects like STARLight, as well as operational expenses. The office staff has developed a program for submitting claims and has been able to share that billing information with other agencies. The staff also tracks and reports on funding, plans and monitors programs and services, plans and implements trainings and community events, processes over 300 calls and in person inquiries per year, and provides information to the Board to enable them to make policy and strategy decisions.

Ms. Fields continued by talking about vital services provided such as the STARLight and Venture Place projects, employment services for persons with mental health challenges, a Crisis Hotline, support for victims of domestic violence, law enforcement support for persons in a mental health crisis, suicide prevention, trainings on mental health and substance use, assistance with insurance coverage, assistance for pregnant and new moms, and screenings for home bound or struggling older adults. An assessment is in process with the Ohio University Voinovich School showing that 90% of respondents to a survey indicated that they feel ADAMH is doing a fair job or better and that services for youth is the greatest unmet need in Fairfield County. Better clarification of available services was also desired. Future projects and goals include increased youth and older adult services and recruitment of additional behavioral health staff in Fairfield County.

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The levy is a renewal of the .75 levy, Ms. Fields added. There will be no new taxes. The services and programs funded my ADAMH are needed now more than ever for residents of all ages, for residents with addiction and mental health disorders, for suicide prevention, and for other community needs. If the renewal does not pass, the level of services, many programs, and the capital projects would see drastic program cuts.

Commissioner Fix thanked Marcy for her leadership and spoke about the great applicants that were last interviewed for the ADAMH Board.

Hearings to Determine the Necessity for Establishing or Altering Culvert, Bridge, and Drainage Projects, 9:15 a.m.

The Commissioners met at 9:15 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the hearing(s) to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy.

Commissioner Levacy asked if anyone would like to speak in favor of, in opposition to, or would like to make a neutral comment regarding any of the proposed culvert, bridge, or drainage projects.

Engineer Upp stated that the proposed projects may require a right-of-way for his office and added that they would all be addressed with the property owners prior to the project. He reiterated that his office would meet with property owners an ample amount of time before the start of the project to best accommodate concerns. He added that the proposed culvert projects are all at the end of their life span and that maintenance was no longer a solution.

Commissioner Levacy stated the importance of making the areas safe for all.

Greg Hammel stated his support of the Old Millersport Road improvements. He added his appreciation for the Commissioners and Engineer's Office as he was able to ask questions and received explanations.

Engineer Upp stated that he sincerely appreciated Mr. Hammel's comments.

Commissioner Levacy spoke about the available government funding which would make the lakeside drainage project possible.

Brad Leonard of Lakeside Road stated his property will be affected by the watershed runoff from the improvements. He added that his property, along with others, is flooded when water is released from the lake. He also spoke about easements on his property.

Engineer Upp stated his office was working to ensure that additional issues would not be created.

Robin Thompson of Millersport offered her concerns for problems concerning a Lateral A ditch and for farmland runoff contaminating the wells and causing property damage. She is a proponent of the improvements.

Deputy Engineer McCrady stated there was a study completed on the Walnut Township side which will help address flooding in the community.

Engineer Upp stated that the Walnut Township trustees have pulled a considerable amount of money to find a solution to the drainage issues and added that this is not a typical avenue for funding.

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Areas Considered in the Hearing:

Campground Rd. (CR54) in Greenfield Township, Section 33 Over a Tributary of the Hocking River, to Establish Necessary Right-of-Way for a Bridge Replacement

Royalton Rd. (T108) in Amanda Township, Section 6 Over a Tributary of Little Walnut Creek to Establish Necessary Right-of-Way for a Bridge Replacement

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

Clearport Rd. (CR24) in Madison Township, Section 21 Over a Tributary of Clear Creek to Establish Necessary Right-of-Way for Two Culvert Replacements

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

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

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

Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over Claypools Run to Establish Necessary Right-of-Way for a Culvert Replacement

North Walnut Township Lakeside Drainage Project in Walnut Township, Section 22, to Establish Necessary Right-of-Way for a Drainage Project

Old Mill Road (TR425) in Pleasant Township, Section 8, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement

Old Millersport Road (TR427) in Pleasant Township, Section 8, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement

Coonpath Road (CR31) in Pleasant Township, Section 15, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement

Commissioner Levacy asked for additional comments, and hearing none, closed the hearing(s) at 9:34 a.m.

Benefits Update

Jeff Porter, Deputy County Administrator

Mr. Porter stated that the first insurance renewal quote was for an increase of 12.9%. The County and our TPS were able to get the renewal down to a 5% increase for medical and pharmacy and 5.62% increase for dental. We had no increase for vision based on the offering of a new program. There is no plan design change, and we have instituted a program for those taking drugs in tier 3 or tier 4, which will also help us manage our costs going forward. Everyone on the health insurance plan should be receiving new UHC cards in the mail. UHC customer service had been moved offshore and we have worked with them to have that moved back onshore and they have added a concierge level of service.

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Commissioners Levacy and Fix thanked Mr. Porter for all his incredible work on the benefits plans.

Commissioner Davis wanted to remind everyone of the wonderful health insurance experience that was received for many years and was well below the rest of the market. I don't want employees to think we do not understand that costs are going up. A 5% increase is a wonderful place to be in even though it is a slight increase.

Commissioner Fix stated that the private sector is experiencing much higher increases.

Public Comment

Ray Stemen of Lancaster stated he was pleased to see people working together to receive the best benefits from tax dollars.

Sherry Pymmer offered her concerns for solar energy farms and urged the commissioners to write a letter to the Ohio Power Siting Board (OPSB). She added that the letter would not have any legal authority but could possibly impact the OPSB.

Legal Update

None.

County Administration Update

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

Week in Review

Neighborhood Revitalization Grants

Fairfield County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Bremen with four activities as part of a Neighborhood Revitalization Program (NRP) project. The overall project will consist of sidewalk, street, and flood and drainage improvements, as well as park improvements at the municipal pool. The project will benefit 1,640 people.

Latest statewide report cards released this week - for Lancaster City Schools

Enrolled in college within 2-years of high school graduation: 36% - statewide is 47%
Graduated college within 6 years of enrolling in college: 21% - statewide is 30%

Graduates that achieved gainful employment: 49% - statewide is 37%

2024 Fairfield County Fair Grand Opening

The Fairfield County Fair will have their Grand Opening at the Feeder Creek Arena on Monday, October 7th, at 8:00 a.m. This is a great time to hear from some of the Fair Board, meet the pageant court, and support your County Fair.

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Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 31 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution approving a proclamation recognizing November 10th as Accounting Appreciation Day.
- There are four resolutions regarding ARP funding. A subgrant to the Woda Cooper Companies to construct a forty-unit multifamily housing project; a reduction in appropriations in Fund #2876 of \$49,464.49; replacement radios for transit and funding for transportation programs.
- There is a resolution from Facilities for a change order for Motorola Solutions. This is for the installation of security cameras and access control.
- There are two resolutions from Regional Planning to approve development agreements. One for the Fairfield Career Center subdivision, and the second for the developer of Meadowmoore Reserve, Section 3.
- A resolution from Soil & Water to apply for a funding allocation to acquire agricultural easements through the Clean Ohio Local Agricultural Easement Purchase Program.
- A resolution authorizing a service agreement between Transit and the Eastland-Fairfield Career Center.
- Utility resolutions approving an additional waterline easement with Victory Hill Church of God and an additional sanitary easement with Paul Russell Johnson for the Sycamore Springs Subdivision.

Mr. Szabrak and Ms. Mattei thanked Hicks Partners for their assistance in getting grant funds.

Budget Review

- Budget Director, Bart Hampson, thanked the fiscal staff, department heads, and elected officials for their preparations for the 2025 budget.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- South Licking Water Conservancy District Meeting, September 24, 2024, 3:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
- Columbus Partnership Hosting Big Table Conversation, September 25, 2024, 12:00 p.m., Columbus Chamber of Commerce, 150 S. Front St., Columbus

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- Fairfield 33 Development Alliance Board Meeting, September 26, 2024, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Major Crimes Unit Governing Board Meeting, September 26, 2024, Major Crimes, 240 Baldwin Dr., Lancaster
- Habitat for Humanity Celebration, September 27, 2024, 11:00 a.m., 127 Arney Ave., Lancaster
- Workforce Center Phlebotomy Graduation, September 27, 2024, 3:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- 2024 Fairfield County Fair Grand Opening, October 7, 2024, 8:00 a.m., Feeder Creek Show Arena, 157 E. Fair Ave., Lancaster
- Violet Township Fire and EMS Open House Event, October 13, 2024, 1:00 p.m. – 3:00 p.m., 21 Lockville Rd., Pickerington
- Alley Park Sensory Trail Ribbon Cutting and Girl Scout Gold Award for Sara Kallenberg, November 17, 2024, 3:30 p.m., Alley Park, 2805 Old Logan Rd SE, Lancaster

Correspondence

- Lancaster Eagle Gazette, Jeff Barron, September 19, 2024, “Fairfield County Commissioner Dave Levacy to be Inducted into Ohio Veterans Hall of Fame”
- Press Release, The Supreme Court of Ohio, September 19, 2024, “Clerk of Courts Receives National Certification”
- Program Year 2024 Community Development Block Grant (CDBG) Projects, September 2024
- Office of the County Auditor, Wednesday Word to the Wise, September 18, 2024, “Segregation of Duties”
- Memo, Dr. Carri Brown, County Auditor, September 19, 2024, Subjects: CAUV Fact Sheet for Applications & Conveyance Fact Sheet
- Fairfield County Auditor’s Wins of the Week, September 19, 2024
- Carnation Solar, September 19, 2024, Re: Carnation Solar Public Information Meeting
- Fairfield County Board of Developmental Disabilities, Fairfield DD’s Imagine, September 2024
- Fairfield County E-News Updates, September 2024

Old Business

Commissioner Davis shared a personal story from when he was a practicing attorney. The purpose of the story was to explain that sometimes when people lie it can make the truth more obvious. He stated that he is the designated ad hoc member to the Ohio Power Siting Board. Commissioner Davis also stated, “A township trustee made claims that the Board of Commissioners voted against the solar projects, which is not true. I wish for the record to state that the only action to date that the Commissioners have taken is to create exclusionary zones in the unincorporated areas of the county.”

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Commissioner Fix spoke about a meeting with Berne Township and stated that he is looking forward to their updated zoning code and preparations for growth. He also had a meeting with Representative LaRe and Marie Ward of the Education Services Center on how to make a positive impact on removing barriers for the workforce. The Commissioner continues to hold meetings with townships and villages to develop economic development agreements.

Commissioner Levacy attended a ribbon cutting for the Springs at Wyandot Trails and was moved by the services they will offer to their customers. He added that there are only seven facilities like this in the U.S. because of the difficulty in obtaining funding.

New Business

Commissioner Fix requested that a caucus be held regarding Intel and the coming development to try and get the surrounding counties to work together to share best practices and work cooperatively to address the impacts that Intel will bring. He added that a meeting with the new Director of Development for the State of Ohio and a few reps from local counties has been set up.

Commissioner Davis stated he attended a meeting of the operating board for the Major Crimes Unit. The governing board will meet on September 26th and will hopefully pass appropriate bylaws on how decisions will be made on the future of the Major Crimes Unit (MCU). Commander Lowe's last day will be October 4th, and the operating board made recommendations for an interim Commander. Several participating agencies in the MCU had the opportunity to speak in favor of MCU operations as well. He also attended the CORPO meeting on transit and thought it provided a great presentation with actionable information.

Treasurer Bahnsen stated his office had a request for proposals for electronic payments. Four proposals were submitted, and his office is currently reviewing the proposals.

Recorder McKenzie spoke about property fraud alert and how people can sign up for the service. She reached out to local representatives and senators on how their people are being affected by this fraud. She will also be attending the Veteran Summit in Pickerington and will be hosting a training with Fidlar on their new website search software.

Engineer Upp stated he attended a meeting of the Central Ohio Rural Planning Organization (CORPO) and added that the meeting provided some useful information.

Commissioner Levacy congratulated Branden Meyer for receiving a nationally recognized certification on a Court Management Program with the Institute of Court Management of the National Center for State Courts.

Clerk Meyer thanked the Facilities team who worked to replace the carpet in the Hall of Justice over the course of a single evening.

Auditor Brown spoke about the completion of the audit and her office's Strategic Plan. Her office has been made aware of a scam going around that pretends to be the IRS. She thanked the weights and measures team for their work with preparations for the county fair and the team who worked on the "Serving Those Who Have Served" summit.

Mr. Kochis stated the MARCS tower project has concluded and is online.

Commissioner Levacy thanked Mr. Kochis for working on the MARCS tower project which will increase communications in Fairfield County.

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Regular (Voting) Meeting

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Virtual attendees: Beth Cottrell, Abby King, Greg Forquer, Lori Lovas, Tony Vogel, Jennifer Morgan, Britney Lee, Jessica Murphy, Stacy Hicks, CJ Roberts, Christina Holt, Jeff Barron, Joe, Bev Hoskinson, Deborah, Michelle Carper, Lori Hawk, Jeanie Wears, Nick, Aubrey Ward, Tiffany Daniels, Amy Brown-Thompson, Toni Ashton, and Jeffrey Duff.

Announcements

None.

Approval of Minutes for September 17, 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, September 17, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Commissioners

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

- 2024-09.24.a A Resolution Authorizing the Approval of a Proclamation
- 2024-09.24.b A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for a subgrant to provide assistance to Woda Cooper Companies, Inc. for new construction of a forty-unit multifamily low-income housing project as a response to the COVID-19 public health emergency and its negative economic effects
- 2024-09.24.c A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 2876, American Rescue Plan

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- 2024-09.24.d A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Radios
- 2024-09.24.e A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and memo receipt and expense for the County ARP fiscal recovery fund, #2876, for Transit.
- 2024-09.24.f A resolution to memo transactions for interest allocations for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865
- 2024-09.24.g A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2024 Allocation.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

- 2024-09.24.h A resolution authorizing an EMA fund to fund transfer and appropriate from unappropriated
- 2024-09.24.i A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed services

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

- 2024-09.24.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment
- 2024-09.24.k A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for fees

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

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2024-09.24.l A Resolution for Approval of Change Order No. 1 to the Contract between the Motorola Solutions and the Fairfield County Commissioners

Administrator Cordle stated there will be another resolution in October regarding the Motorola Solutions contract.

Roll call vote of the motion resulted as follows:

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

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

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

2024-09.24.m A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council

2024-09.24.n A resolution to approve a memo exp./ memo receipt for the costs of Personnel for August Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council

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:

2024-09.24.o A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2072 Fairfield County Job and Family Services - PCSA

2024-09.24.p A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

2024-09.24.q A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2758 – Protective Service Levy - Fairfield County JFS

2024-09.24.r A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, Respectively

2024-09.24.s A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

Administrator Cordle thanked Director Hampson and the finance team for assisting JFS through a staffing shortage due to a resignation.

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

Approval of a Resolution from the Fairfield County Prosecutor

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 Prosecutor:

2024-09.24.t A Resolution Approving a Fund-to-Fund Transfer from the Prosecutor's Local Match Allocation to Fund 2784, Sub Fund 8321, for Grant Year 2024/2025

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

Approval of Resolutions from the Fairfield County Regional Planning Commission

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

2024-09.24.u A Resolution to Approve a Development Agreement for the Fairfield Career Center Subdivision

2024-09.24.v A resolution to approve a Development Agreement for the Meadowmoore Reserve, Section 3 subdivision

Commissioner Davis asked about the two temporary easement agreements which ask for only two signatures.

Clerk Menningen provided clarification.

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

Approval of a Resolution from the Fairfield County Sheriff

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

2024-09.24.w A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund

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

Approval of a Resolution from the South Central Major Crimes Unit

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

2024-09.24.x A resolution authorizing an account to account transfer for MCU Fund 7858, Sub fund 8342, COSSAP DOJ Grant

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

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

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

2024-09.24.y A Resolution to Apply for a Funding Allocation to Acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

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 Transit

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 Transit:

2024-09.24.z A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Eastland Fairfield Career Center

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 Treasurer

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 Treasurer:

2024-09.24.aa A resolution regarding an agreement for deposit of public funds with Park National Bank.

Treasurer Bahnsen stated his office will be releasing another request for proposals this week.

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

Approval of Resolutions from Fairfield County Utilities

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 Utilities:

2024-09.24.bb A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure, Funds 5044 and 5046

2024-09.24.cc A resolution approving an additional waterline easement between Victory Hill Church of God and the Fairfield County Commissioners

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REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Tuesday, September 24, 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.*

Clerk
Rochelle Menningen

2. Welcome

3. Listen & Learn, ADAMH

Marcy Fields, Executive Director

4. Update, Benefits

Jeff Porter, Deputy County Administrator

5. 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.*

6. Legal Update

7. Hearings to Determine the Necessity for Establishing or Altering Culvert, Bridge, and Drainage Projects, 9:15 a.m.

- a. Campground Rd. (CR54) in Greenfield Township, Section 33 Over a Tributary of the Hocking River, to Establish Necessary Right-of-Way for a Bridge Replacement
- b. Royalton Rd. (T108) in Amanda Township, Section 6 Over a Tributary of Little Walnut Creek to Establish Necessary Right-of-Way for a Bridge Replacement
- c. 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
- d. Clearport Rd. (CR24) in Madison Township, Section 21 Over a Tributary of Clear Creek to Establish Necessary Right-of-Way for Two Culvert Replacements
- e. 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
- f. 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
- g. 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

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



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

- h. Carroll-Eastern Road (CR21) in Greenfield Township, Section 11, Over Claypools Run to Establish Necessary Right-of-Way for a Culvert Replacement
- i. North Walnut Township Lakeside Drainage Project in Walnut Township, Section 22, to Establish Necessary Right-of-Way for a Drainage Project
- j. Old Mill Road (TR425) in Pleasant Township, Section 8, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement
- k. Old Millersport Road (TR427) in Pleasant Township, Section 8, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement
- l. Coonpath Road (CR31) in Pleasant Township, Section 15, Over Pleasant Run to Establish Necessary Right-of-Way for a Bridge Replacement

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. South Licking Water Conservancy District Meeting, September 24, 2024, 3:00 p.m., Licking County Agricultural Center, 771 E. Main St., Newark
 - ii. Columbus Partnership Hosting Big Table Conversation, September 25, 2024, 12:00 p.m., Columbus Chamber of Commerce, 150 S. Front St., Columbus
 - iii. Fairfield 33 Development Alliance Board Meeting, September 26, 2024, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - iv. Major Crimes Unit Governing Board Meeting, September 26, 2024, Major Crimes, 240 Baldwin Dr., Lancaster
 - v. Habitat for Humanity Celebration, September 27, 2024, 11:00 a.m., 127 Arney Ave., Lancaster
 - vi. Workforce Center Phlebotomy Graduation, September 27, 2024, 3:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - vii. 2024 Fairfield County Fair Grand Opening, October 7, 2024, 8:00 a.m., Feeder Creek Show Arena, 157 E. Fair Ave., Lancaster
 - viii. Violet Township Fire and EMS Open House Event, October 13, 2024, 1:00 p.m. – 3:00 p.m., 21 Lockville Rd., Pickerington
 - ix. Alley Park Sensory Trail Ribbon Cutting and Girl Scout Gold Award for Sara Kallenberg, November 17, 2024, 3:30 p.m., Alley Park, 2805 Old Logan Rd SE, Lancaster

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



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

f. Correspondence

- i. *Lancaster Eagle Gazette*, Jeff Barron, September 19, 2024, “Fairfield County Commissioner Dave Levacy to be Inducted into Ohio Veterans Hall of Fame”
- ii. Press Release, The Supreme Court of Ohio, September 19, 2024, “Clerk of Courts Receives National Certification”
- iii. Program Year 2024 Community Development Block Grant (CDBG) Projects, September 2024
- iv. Office of the County Auditor, Wednesday Word to the Wise, September 18, 2024, “Segregation of Duties”
- v. Memo, Dr. Carri Brown, County Auditor, September 19, 2024, Subjects: CAUV Fact Sheet for Applications & Conveyance Fact Sheet
- vi. Fairfield County Auditor’s Wins of the Week, September 19, 2024
- vii. Carnation Solar, September 19, 2024, Re: Carnation Solar Public Information Meeting
- viii. Fairfield County Board of Developmental Disabilities, *Fairfield DD’s Imagine*, September 2024
- ix. *Fairfield County E-News Updates*, September 2024

9. Old Business

10. New Business

- a. Updates from Elected Officials in Attendance

11. Regular (Voting) Meeting

12. Adjourn

13. Commission Connection Video

14. Viewing to Consider Petition to Vacate Unimproved Public Alley, Shell Beach, Fisher St., Walnut Township, 12:55 p.m.

15. Viewing to Consider Petition to Vacate Alley, Taylor Sandy Beach, Walnut Township, 1:10 p.m.

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 9.20.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,516,758.73 has been appropriated, \$24,517,705.67 expended, \$4,520,144.32 encumbered or obligated.

Project/Category		As of 9/20/24 Appropriations	As of 9/20/24 Expenditure	As of 9/20/24 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	3,454,298.85	3,422,579.58	31,719.27
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	1,525,699.99	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	268,242.40	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,447,422.09	6,319,223.71	31,719.27
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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Project/Category		As of 9/20/24 Appropriations	As of 9/20/24 Expenditure	As of 9/20/24 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
R210h	Housing Project	0.00	0.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	349,354.84	50,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,726,158.72	3,424,781.60	2,301,377.12
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

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Project/Category		As of 9/20/24 Appropriations	As of 9/20/24 Expenditure	As of 9/20/24 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.03	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	1,526,653.82	1,235,182.03
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	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	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		6,999,529.49	5,612,830.50	1,337,234.50
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50

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Project/Category		As of 9/20/24 Appropriations	As of 9/20/24 Expenditure	As of 9/20/24 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	2,764,871.37	579,656.65
R61h	Community School Attendance Program	501,137.00	376,219.25	5,718.95
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	457,422.00	272,729.25	184,692.75
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	10,000.00	42,433.00
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		9,684,388.05	8,715,375.82	849,813.43
Administration				
R71a	Administrative Expenses	591,798.66	378,032.32	0.00
Subtotal Administration		591,798.66	378,032.32	0.00
Grand Total		\$29,516,758.73	\$24,517,705.67	\$4,520,144.32

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
SEPTEMBER 16, 2024 TO September 22, 2024

Fairfield County Commissioners

- AA.09.16-2024.a An Administrative Approval to authorize the Fairfield County Administrator to sign the Information and Cost Sharing Agreement between the City of Lancaster, Ohio and the County of Fairfield, Ohio [Commissioners]
- AA.09.18-2024.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.09.18-2024.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]

Fairfield County Engineer

- AA.09.19-2024.a A resolution to approve an Agreement with the Ohio Environmental Protection Agency [Engineer]

Fairfield County Facilities

- AA.09.20-2024.a An Administrative Approval for Change Order #1 to the Contract with the Levitate Plus Flooring, Inc, and the Fairfield County Commissioners [Facilities]

Fairfield County Human Resources

- AA.09.18-2024.c Administrative Approval authorizing the approval of an agreement amendment with Symetra Life Insurance Company [Fairfield County Human Resources]

Fairfield County Information Technology

- AA.09.20-2024.b An Administrative Approval to approve a consulting agreement for Server Cluster Management between MAPSYS, Inc. and the Fairfield County Board of Commissioners for the purposes of ongoing maintenance, support and security of the PublicSafety Server Cluster. [Information Technology]
- AA.09.20-2024.c An Administrative Approval to approve a consulting agreement for Server Cluster Management between MAPSYS, Inc. and the Fairfield County Board of Commissioners for the purposes of ongoing maintenance, support and security of the Countywide Server Cluster. [Information Technology]



Join us for the Grand Opening of the 2024 Fairfield County Fair

Once again, it is time to join your friends, co-workers, and family in the tradition of attending the “Last and Best Fair in the State”. The 174th Fairfield County Fair runs from October 6th through the 12th.

Our **Grand Opening** will be held on **Monday, October 7th at 8 am** in the Feeder Creek Show Arena. We hope you will attend to help us celebrate the start of our 174th fair.

After the Ribbon Cutting, there’s a busy day planned. Other activities on Veterans Day include:

- Our Veteran’s Day recognition will be at the WLOH tent at 2 pm.
- Judging of Open Class Farm Products, Food for the Home, and Garden Club entries in the Art Hall. While you are there, check out the Open Class winners for Amateur Photography, Fine Arts, Quilting, and Collections.
- Monday’s Junior Fair livestock contests include Swine, Poultry and Pygmy Goats.
- The Open Class Mule and Pony show will be in the Outdoor show arena.
- Come back to the Art Hall at 5:30 pm for the Blue Ribbon Action and a chance to buy one of the winning food entries.
- End your day at the NTPA Tractor and Truck Pull in the Grandstand. (This year, we’re excited to offer the opportunity to purchase advance sale tickets online for our grandstand shows.)

Of course, throughout the day, you can sample a new fair food, stroll the grounds to see our historic building while enjoying the beautiful scenery, and make new memories with old friends.

We hope you’ll visit us more than once to see the strolling and specialty acts and watch the excitement of harness racing. There will be six to eight harness races on Wednesday and Thursday including a Signature Series race that features Ohio Sired, wholly Ohio Owned that are top Ohio money winners in 2024. A track record was broken during the 2023 Signature Series Ricketts Pace race! Will that record stand after 2024?

Find the program for the full week and additional information on events each day at: <https://fairfieldcountyfair.org/fairfield-county-fair-week/>

Please RSVP to Cheryl Ricketts (cricketts@competitiveedgehr.com or 614-832-8668) regarding Grand Opening. We would love to recognize you and your support!

We can’t wait to see you at the 2024 Fairfield County Fair!

JOIN US FOR OUR ANNUAL

OPEN HOUSE EVENT

October 13th, 2024 • 1-3 PM
21 Lockville Road
Pickerington, OH 43147

ACTIVITIES INCLUDE A FIRE SAFETY HOUSE AS WELL AS EQUIPMENT DISPLAYS, LEARNING BYSTANDER CPR, PICTURE TAKING OPPORTUNITIES, AND MORE! SPARKY THE FIRE DOG WILL ALSO MAKE A GUEST APPEARANCE PASSING OUT CHILDREN'S FIRE HELMETS.

WE EXPECT TO HAVE A LARGE CROWD ON HAND AS OUR PAST EVENTS HAVE ALWAYS BEEN BUSY. PLEASE CONSIDER THIS OUR PERSONAL INVITATION TO EACH OF YOU FOR THIS EVENT. WE THINK THAT YOU WILL HAVE A GREAT TIME AND GOOD FUN! WE HOPE YOU CAN JOIN US, AND LOOK FORWARD TO SEEING YOU THERE!





Celebrate with Us

Alley Park Sensory Trail

Ribbon Cutting & Girl Scout Gold Award Ceremony for Sara Kallenberg

Sunday, November 17th at 3:30 P.M.

Alley Park - 2805 Old Logan Rd SE, Lancaster



After my many hikes through Alley Park, I noticed that there wasn't a part that was accessible to those who have trouble walking or have young children in strollers.

My goal was to pave a section of the trail and add a number of nature activity stations so that more people can take advantage of the park that I love so much!

Thank you to everybody who made this possible.

Sara Kallenberg



Fairfield County commissioner Dave Levacy to be inducted into Ohio Veterans Hall of Fame



Jeff Barron

Lancaster Eagle-Gazette

September 19, 2024

LANCASTER – Fairfield County commissioner Dave Levacy will be inducted into the Ohio Veterans Hall of Fame on Nov. 7 at Ohio State University's Fawcett Center.

The U.S. Army veteran is one of 20 inductees this year, including Fairfield County Air Force veteran Michael W. Carrell.

The inductees will receive a plaque that will be displayed in the Ohio Statehouse for six months, Levacy said. The plaques will then be displayed permanently at the Vern Riffe Center for Government and the Arts across High Street from the statehouse.

"Some of the people who have been inducted are incredible names," Levacy said. "Dave Thomas (Wendy's founder), for instance, is an inductee. Neil Armstrong, several presidents. It's an honor, but it's also very humbling. I think with this honor comes some responsibility, and that is to uplift military service for all those who have served and do all we can for the veterans who are suffering difficulties."

Levacy, 79, was drafted into the Army in 1965 while a student at Ohio University and served until November 1967. College students were exempt from the draft, but he was drafted between exemptions. For much of his service, Levacy oversaw the personnel department at Fort Story in Virginia. While he served during the Vietnam War, he was not sent to Vietnam.

"Being in personnel I worked with those who did go to Vietnam," Levacy said. "Many, many hundreds, if not thousands. I had friends that either lost their life or were wounded. And the veterans when they came back were not treated very well. And consequently, I think many of them suffered dramatically because of that."

He said his military service has given him some lifelong friends and also instilled into him a sense of discipline.

Levacy said the focus of the award is on what the inductee's activities and achievements after their military service.

After his military service, Levacy was the Millersport/Walnut Township Fire Department chief and also worked as a paramedic. He is a former Millersport Village Council president who was elected to his current county commission seat in 2012.

Levacy is also involved with several boards and committees, including the Governor's Workforce Transformation Board, the State Attorney General's Elder Abuse Commission, Lancaster-Fairfield Community Action, and the Family Adult, and Children First Council, among others.



Levacy has been married to his wife, Ann, for 57 years and also owns Buckeye Lake Marina.

jbarron@gannett.com

740-681-4340

Twitter/X: @JeffDBarron

09/24/24



THE SUPREME COURT *of* OHIO

For Immediate Release
September 19, 2024
Contact: Lisa Colbert
614.387.9251

Clerk of Courts Receives National Certification

COLUMBUS, OHIO - Fairfield County Clerk of Courts Branden C. Meyer, of Pickerington, Ohio graduated from the nationally recognized Court Management Program of the Institute of Court Management of the National Center for State Courts (NCSC).

Margaret Allen Hoyt, Director of Academic Programs with the National Center for State Courts (NCSC), addressed the 32 court administrators, clerks, magistrates, bailiffs, court reporter, and court navigator from 26 counties around Ohio who committed three years to advanced study of caseflow, workforce management, court performance measures, fiscal management, and project management.

The course of study improves the performance of courts and access to justice for members of the community.

"On this twentieth anniversary of the first Certified Court Manager certification ceremony held in Ohio, it is a pleasure be here to congratulate you all on this achievement," Hoyt told the court managers at their graduation from the program. "Your participation in the six Certified Court Manager courses adds to your personal knowledge, skills and abilities as well as contributes to raising the level of professionalism for the field of court administration."

In addition to being prepared for a higher level of supervisory experience at the court, the class develops relationships with other court managers. Graduates receive the certified court manager credential.

"Ohio has long been a leader in providing high-quality education for non-judicial court personnel, and you are fortunate to have a wide variety of professional development opportunities offered through The Supreme Court of Ohio Judicial College," Hoyt told the graduates.

During the time in the program, members of this class of court managers earned six promotions, two became magistrates, one became an adjunct professor in paralegal studies, one was elected to a leadership position in a professional association, one received two grant awards, and one received two professional certifications.

The National Center for State Courts, founded in 1971, is a non-profit organization and a central resource for state courts, promoting the rule of law and improving the administration of justice in state courts and courts around the world.

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Program Year 2024 Community Development Block Grant (CDBG) Projects

In September 2024, Ohio Governor Mike DeWine, Lt. Governor Jon Husted, and Ohio Department of Development Director Lydia Mihalik announced \$18.2 million for Neighborhood Revitalization and Critical Infrastructure grants to 34 Ohio communities. Short summaries of each grant can be found below. These summaries were compiled by the Department of Development. Those with detailed questions about a project should contact the entity receiving the grant. Those with general questions about the program should contact Mason Waldvogel, deputy chief of media relations for the Department of Development, at Mason.Waldvogel@development.ohio.gov.

Critical Infrastructure

Carroll County will receive a \$305,000 Critical Infrastructure grant to assist the village of Leesville in upgrading the community's flood and drainage systems. The existing storm sewer system is failing due to crushed and aging catch basins and drainage lines, leading to increased flooding and dangerous holes developing as the infrastructure collapses. To prevent future problems, multiple catch basins and several hundred feet of storm sewer lines will be replaced. The project will benefit 156 people.

Coshocton County will receive a \$500,000 Critical Infrastructure grant to assist the city of Coshocton with water facility improvements. The city's water plant contains well fields that have not been updated since the 1970s, and the electrical line that powers the facility continues to fail, causing water disruption. This has also caused water rates to increase due to the frequency and magnitude of repairs. The project will replace the well fields and the electrical line that powers the well fields. The project will benefit 10,870 people.

Defiance County will receive a \$500,000 Critical Infrastructure grant to assist the community of Evansport with a sewer facilities improvement project. The clay collection line is aged and subject to inflow and infiltration during rain events. This project includes more than 700 feet of sewer relining, rehabilitation of manholes, and pipe repair. The project will benefit 194 people.

Defiance County will receive a \$480,000 Critical Infrastructure grant to assist the village of Hicksville with replacing a water main with new piping and adding three new fire hydrants to serve the 300-400 block of Elm Street. The current cast iron water main has experienced excessive corrosion and six emergency repairs over the last 11 years, resulting in a major loss of water for residents. The last major water main improvement took place in the 1950s. This project will benefit 96 people.

The City of Delaware (Delaware County) will receive a \$500,000 Critical Infrastructure grant to conduct a street improvement project in the city's Fair Avenue neighborhood. The project will reconstruct thousands of linear feet of roadway that is in either poor or critical condition across seven roads within the neighborhood. The existing road surfaces have not been repaired in the last 20 years, and as a result, the condition of the road has deteriorated to the point where it poses a hazard to drivers. The project will benefit 1,300 people.

The City of Findlay (Hancock County) will receive a \$386,500 Critical Infrastructure grant to improve the sewer facilities along Carnahan Avenue. The double-brick sewer, constructed in 1888, is

experiencing deterioration of its internal bricklayer, leading to collapses that are creating holes in the roadway. The project aims to replace the storm sewer system and will benefit 910 people.

Fulton County will receive a \$400,000 Critical Infrastructure grant to assist the village of Lyons with replacing the Lyons Water Tower, which serves the entire village. The new, 100,000-gallon water tank will include a new water main connection, increasing reliability and mitigating future failures due to the current water tank being 78 years old. The current tank is damaged by internal corrosion, faulty protection systems, lead, and contaminated water. The project will benefit 373 people.

Gallia County will receive a \$487,000 Critical Infrastructure grant to assist Gallipolis Township in repairing a road slip and one culvert on Burkhart Lane. The current culvert is beyond repair, and recent rain events have caused the road to separate at the center and sink. The project location is immediately outside the city of Gallipolis, and the road serves as a flood escape route when State Route 7 leading into Gallipolis is flooded.

Hancock County will receive a \$232,200 Critical Infrastructure grant to assist the village of Rawson with a sidewalk improvement project. This project will replace or install sidewalks along various streets throughout the village. Currently, the condition of the sidewalk infrastructure limits accessibility for strollers, wheelchairs, and bikes and requires the village to close some sections of the sidewalk during local parades, festivals, and holidays. Reconstructing these sidewalks will enhance pedestrian mobility across the entire village. The project will benefit 551 people.

Hardin County will receive a \$500,000 Critical Infrastructure grant to assist the village of Ridgeway in enhancing flood control and drainage systems. Floods occur in the area due to old infrastructure, a naturally high-water table, and collapsed drainage tiles. The flooding has caused extensive property damage throughout the service area. To reduce the flood hazards, Hardin County will install multiple manholes, catch basin inlets, and more than 1,000 feet of storm sewer lines. The project will benefit 314 people.

Harrison County will receive a \$500,000 Critical Infrastructure grant to assist the village of Bowerston with replacing most of the existing storm sewer trunk lines throughout the community, along with replacing catch basins and filling sinkholes. The village is currently replacing undersized storm sewers and relocating their water treatment facility out of a floodplain. Due to the current storm sewer infrastructure being roughly 88 years old, failing catch basins and undersized pipes have contributed to a growing number of sinkholes in the yards of private residences. The project will benefit 190 people.

Henry County will receive a \$500,000 Critical Infrastructure grant to assist the city of Napoleon with a wastewater improvement project. The current lines in the area are old and made of brick, making it subject to inflow and infiltration during wet-weather events. This project will replace the existing sewer and alleviate the inflow and infiltration along the street. The project will benefit 95 people.

Jackson County will receive a \$430,600 Critical Infrastructure grant to assist the city of Wellston in enhancing its street infrastructure. Currently, the streets experience flooding and subsidence due to inadequate drainage. Additionally, their narrow design and lack of sidewalks create safety hazards for both vehicles and pedestrians. This project will address these issues by reconstructing and widening

the roadways and adding curbs, drainage systems, and sidewalks. The project will benefit 5,465 people.

Mount Vernon (Knox County) will receive a \$500,000 Critical Infrastructure grant to undertake a street improvement project on West Burgess Street and West Hamtramck Street. This project will involve a complete demolition and reconstruction of the existing brick roadways, which were originally built without the durability needed to support the demands of modern traffic. Consequently, the road base has deteriorated, causing ruts and making travel on these streets both challenging and hazardous. By reconstructing these roadways with advanced base materials, the project aims to ensure safer and more reliable transportation in the future. The project will benefit approximately 565 people.

Lawrence County will receive a \$304,000 Critical Infrastructure grant to assist the city of Ironton with flood and drainage improvements. One of the city's pump stations requires an upgrade in electrical and other equipment; the pump station currently cannot drain water out of the section of Ironton it serves, which has caused water and sewer backups in resident's homes and standing water. The project will benefit 1,285 people.

Madison County will receive a \$446,800 Critical Infrastructure grant to assist the village of Mount Sterling with a sewer facility improvement project. The project will re-route the flow of sewer water out of a collapsed sewer line flowing under an abandoned property into an existing 12-inch sewer which will be deepened to support the re-routing of sewage. Re-routing and deepening existing sewer lines will mitigate the conditions that cause these sewer overflows. The project will benefit 1,800 people.

Paulding County will receive a \$500,000 Critical Infrastructure grant to assist the village of Paulding with water facility improvements. There is a 60-year-old cast iron water line that is corroding. This leads to boil advisories, 40-50 percent water loss, non-compliance with fire suppression standards, and EPA violations. Due to the cost of repairs, water rates have gone up for the residents. The project will replace the iron pipe with PVC and include updates to water valves, fire hydrants, and service connections. The project will benefit 3,635 people.

Pickaway County will receive a \$500,000 Critical Infrastructure grant to assist the village of Ashville with a flood and drainage improvement project along Randolph Street. This street was last repaired in the 1980s and is past its useful life. The last improvements paved over the road, resulting in the street being at a higher elevation than the yards of homes along this street. This project will lower the road and install curbs, catch basins, and storm pipe to alleviate the flooding hazard. The project will benefit 1,085 people.

Pickaway County will receive a \$500,000 Critical Infrastructure grant to assist the city of Circleville in upgrading water facilities along Walnut Street. The current main water line is inadequate, having failed multiple times, and does not meet modern firefighting standards. The project will fund the replacement of the main water line and two fire hydrants, as well as the installation of new valves, including box, insertion, and gate valves. The project will benefit 3,150 people.

Ross County will receive a \$500,000 Critical Infrastructure grant to assist the village of Adelphi with replacing the existing sewage systems within the village and adding sewage infrastructure in areas

where they don't currently exist. This includes the installation of new catch basins, manhole covers, headwalls, and storm sewer pipes. Due to sewage infrastructure dating back to the 1930s, floods have impacted access to the village for residents, emergency responders, school buses and travelers during time of heavy rainfall, putting community members at a health risk. The project will benefit 365 people.

Ross County will receive a \$500,000 Critical Infrastructure grant to assist the village of Clarksburg with a street improvement project along 3rd Street. The project will reconstruct a section of roadway and replace eight catch basins and culverts along a stretch of 3rd Street, entering the village from the south. The existing road surface is cracking in the center and severely narrowing at the edges. This condition creates hazardous situations for the mix of commercial and personal vehicles that use this roadway as their primary entrance and exit from the village. The project will benefit 535 people.

Scioto County will receive a \$500,000 Critical Infrastructure grant to assist the village of New Boston with flood and drainage improvements. The project will upgrade components and pumps in a facility located on Munn Run at the floodwall along the Ohio River. The current electrical gear is obsolete, and the pump station does not have the capacity to drain water from the village, which has experienced many major rain events throughout the past several years. The project will benefit 2,070 people.

Scioto County will receive a \$500,000 Critical Infrastructure grant to assist the village of Otway with flood and drainage improvements along State Route 73. The road is the main throughfare in Otway, and experiences significant flooding and standing water during rain events due to the lack of curbs and drainage; water from higher elevations collects in the village and has nowhere to drain. The project will benefit 100 people.

Williams County will receive a \$256,800 Critical Infrastructure grant to assist Pulaski Township with sewer facilities improvements. A total of 4,970 feet of storm sewer line and 24 catch basins will be installed along Township Road 15 to alleviate flooding and sewer backups experienced by residents in the surrounding area. After rain events, the current drainage system does not allow for water to drain from the area, and water backup infiltrates the sanitary sewer system, which causes sewer backup. The project will benefit 113 people.

Neighborhood Revitalization

Athens County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Jacksonville with four activities as part of a Neighborhood Revitalization Program (NRP) project. The overall project will consist of street, sidewalk, and flood and drainage improvements, as well as park improvements, which include new restrooms, a park shelter, playground equipment upgrades, and a walking trail. The project will benefit 610 people.

Darke County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Arcanum with five neighborhood revitalization activities. The county will reconstruct South High Street, as well as replace the storm sewer lines, waterlines, and sidewalks along the road. Two parking lots will also be improved. The project will benefit 2,160 people.

Fairfield County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Bremen with four activities as part of a Neighborhood Revitalization Program (NRP) project. The overall project will consist of sidewalk, street, and flood and drainage improvements, as well as park improvements at the municipal pool. The project will benefit 1,640 people.

The City of Mount Vernon (Knox County) will receive a \$750,000 Neighborhood Revitalization grant to conduct six activities as part of a Neighborhood Revitalization Program (NRP) project. The overall project will consist of sewage facility, water facility, sidewalk and street improvements, along with the installation of six pickleball courts and one basketball court with basketball equipment. Lastly, the project will include the installation of new sewage lines on Beech Alley and North Adams Street. The project will benefit 1,170 people.

Marion County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of LaRue with five activities as part of a Neighborhood Revitalization Program (NRP) project. The program will consist of the reconstruction or installation of roadway, sidewalks, curbs, and gutters along South High Street, the relocation of an existing utility pole at the intersection of South High and South streets, as well as the paving of a parking lot serving a community playground. The project will benefit 670 people.

Marion County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Prospect with five activities as part of a Neighborhood Revitalization Program (NRP) project. The program will reconstruct roadway, replace sidewalks, curbs, gutters, and install storm sewer line, catch basins, and manholes along East Street and Park Avenue. The program will also relocate a utility pole and pave an existing parking lot that serves the village's new basketball and pickleball courts. The project will benefit 1,025 people.

Monroe County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Beallsville with five activities as part of a Neighborhood Revitalization Program (NRP) project. The overall project will consist of sewer, sidewalk, and street improvements. Along with construction of the new Bicentennial Park and Pavilion, the county will purchase a fire truck and install new fire hydrants throughout the village. This project will benefit 395 people.

Pickaway County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Williamsport with five activities as part of a Neighborhood Revitalization Program (NRP) project. The overall project will consist of street improvements, street sign installation, sidewalk installation, rehabilitation of the community center, replacement of the water softener, and multiple park improvements such as frisbee golf, pickleball nets, and bathroom and parking improvements. The project will benefit 1,225 people.

Scioto County will receive a \$750,000 Neighborhood Revitalization grant to support the village of New Boston with the implementation of five activities as part of a Neighborhood Revitalization Program (NRP) project. Work will be done at the local park installing new pickleball courts and improving the walking trail. Other aspects of the project include improvements to two local roads, the installation of new welcome signs, and new flooring at the community center. Additionally, multiple residential properties will be demolished throughout the Village. The project will benefit 2,070 people.

Van Wert County will receive a \$750,000 Neighborhood Revitalization grant to assist the village of Middle Point with several improvements throughout the village, including flood and drainage improvements, sewer facilities improvements, and water facilities improvements as a Neighborhood Revitalization Program (NRP) project. The project will benefit 535 people.

From: [Elsa, Rachel A](#)
To: [Elsa, Rachel A](#)
Subject: Wednesday Word to the Wise - Segregation of Duties
Date: Wednesday, September 18, 2024 8:51:10 AM
Attachments: [Segregation of Duties WWW.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Please see the attached document regarding the important of segregation (separation) of duties. Please contact Bev Hoskinson if you have any questions.



Rachel A. Elsa

Communications Officer • Auditor's Office

📞 (740) 652-7091 📠 (740) 215-5998
🌐 <https://www.co.fairfield.oh.us/auditor/>
✉ rachel.elsea@fairfieldcountyohio.gov
📍 108 N. High St., Room 108, Lancaster, Ohio 43130



Segregation (Separation) of Duties

What is segregation of duties?¹

- ✓ Segregation or separation of duties is largely the practice of having different individuals responsible for the authorization, recording, and reconciling/reviewing transactions recorded within the general ledger.
- ✓ Typically viewed as a preventive, separation of duties is done to reduce the risk that errors or omissions will occur.

As one thinks about separation of duties, it is good to examine the transaction cycle and the component parts. It is best to have separation of duties (and at least a separate review) for each component of a cycle. Some duties are separated by requirements of the ORC, while other duties need to be examined at the department level to determine the best way to separate the duties and assignments.

Transaction Cycle

- *Authorization of transaction*
 - Approves billing invoices or voucher/invoice for payment
- *Receives or disburses cash*
 - Receives cash or distributes vendor/payroll checks
- *Records transaction*
 - Enters cash receipts or disbursements into general ledger
- *Reconciliation of transaction accounts*
 - Periodically reconciles cash receipts and disbursement accounts to the cash deposits maintained

Separation of Duties

The ABCs of the separation of duties is where no one individual has a job function in more than one of the following areas:

1. **A**sset handling or disposition, which is having physical access to asset (cash, equipment or checks) or ability to direct use of asset (wire transfer, account adjustment, ordering services, or supplies)
2. **B**ookkeeping or recording of transaction function which is recording cash receipts, disbursements, and/or journal entries into the accounting system
3. **C**omparison or reconciliation transactions within the general ledger for validity and reasonableness

¹ For the full presentation provided during the 2021 Annual Ohio GFOA (Government Finance Officers Association) training by Clark Schaefer Hackett please click on this link. [PowerPoint Presentation \(ohgfoa.com\)](https://www.ohgfoa.com)

Another way to view appropriate segregation of duties is to have no ONE individual perform any task in more than one of the following four duties:

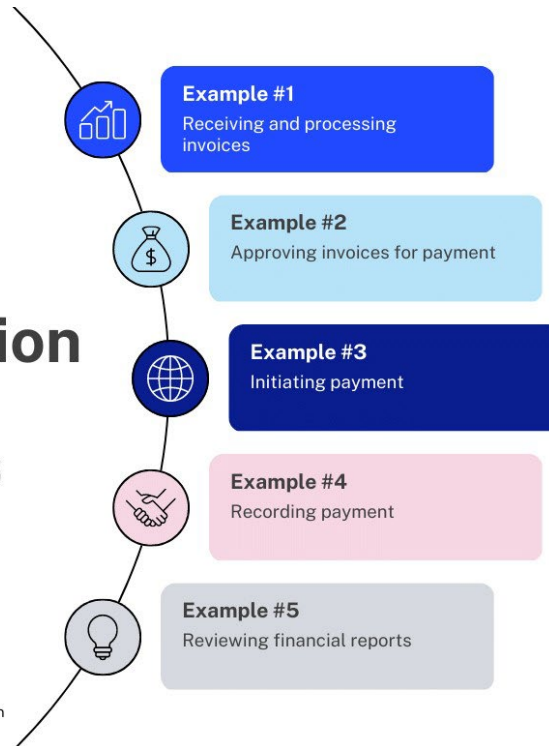
1. Custody of assets
2. Record keeping
3. Authorization of transactions
4. Reconciliation

Segregation or Separation of Duties

Example for cash receipts transaction cycle when two (2) individuals are available (a second individual is sometimes a supervisor and is sometimes not):

Employee A	Employee B
<ol style="list-style-type: none"> 1) Approves invoices for mailing 2) Receives cash 3) Records cash receipts in GL 4) Enters account adjustments into GL 5) Completes monthly bank reconciliation 	<ol style="list-style-type: none"> 1) Reconciles cash drawer and completes bank deposit slip daily 2) Authorizes account adjustments to be entered into GL 3) Approves billing rates 4) Prepares and approves annual budget 5) Initiates any interbank transfer 6) Reviews monthly bank reconciliation and support 7) Reviews monthly financial statements, including actual to expected variances

Segregation of duties examples



Note: You want atleast two sets of eyes on every transaction!

Watch this short webinar prepared by the Ohio Auditor of State [Segregation of Duties \(youtube.com\)](#) and the webinar presentation slides [Microsoft PowerPoint - recorded - Segregation of Duties Client Webinar.pptx \(ohioauditor.gov\)](#).

Examples of Auditor of State – Here are some Special Investigations Unit cases that did not have significant Internal Controls and appropriate Segregation of Duties:

- [Fighting Fraud - Special Investigations Unit Convictions in Ohio](#)
- [Special Investigations Unit Convictions since January 2019](#)

Do you have any questions about how to segregate duties or want some help at the departmental level? If so, contact Bev Hoskinson, Deputy Auditor/Finance Director.



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: September 19, 2024
Subjects: CAUV Fact Sheet for Applications & Conveyance Fact Sheet

Current Agricultural Use Valuation Fact Sheet for Applications

For property tax purposes, farmland devoted exclusively to commercial agriculture may be valued according to its current use rather than at its "highest and best" potential use. This provision of Ohio law is known as the Current Agricultural Use Value (CAUV) program. By permitting values to be set well below true market values, the CAUV normally results in a substantially lower tax bill for working farmers.

To qualify for the CAUV, land must meet one of the following requirements during the three years preceding an application for the CAUV:

- Ten or more acres must be devoted exclusively to commercial agricultural use; or
- If under ten acres are devoted exclusively to commercial agricultural use, the farm must produce an average yearly gross income of at least \$2,500.

Applications for CAUV must be filed with the County Auditor. To help residents, a new fact sheet that outlines a reportedly confusing part of the state application has been designed. It is attached for reference.

Conveyance Fact Sheet

There have been multiple requests for our Conveyance Fact Sheet which was one of the first fact sheets we designed in 2021. While other counties may adopt the format as a template, other counties may have difference conveyance fees established.

The transfer fee is \$.50 per parcel - this applies to both exempt and non-exempt transfers. The conveyance fee is \$4.00 per thousand of consideration (if money is changing hands).

This fact sheet is also attached for reference.

CONTACT US!

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

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CAUV Renewal Application FACT SHEET

How to Fill Out Section Six on the CAUV Renewal Application

The Land Use Calculator (LUC) can have up to 12 different types of land listed. The total acres of each land type corresponds to a line in section 6 of the renewal application. If you agree with the breakdown on the LUC, you can use the information below to fill out section 6. Important Note: You may have to add acres from various types of land together in a single line in Section 6, as there isn't a line in Section 6 for every type of land.



Cropland:

This type refers to land used for commodity crops or hay. It would be listed on line 1 or 2 in section 6. It can also refer to land that is used for nursery stock, vegetables, apiculture, and flowers. For these types of activities, this acreage would be listed on line 6 in section 6.



Pasture:

This type refers to land used for commercial animal husbandry. This acreage would go on line 3 in section 6.



Woodland:

This type refers to wooded land, not under a timber plan. This acreage would be listed on line 4 in section 6.



Timber Plan:

This type refers to wooded land qualifying for CAUV under a timber plan. This acreage would be listed on line 5 in section 6.



Homesite:

This type refers to land on which a dwelling sits. One acre is set aside for each dwelling on a property. This acreage would be listed on line 7 in section 6, along with any Low-Intensity Residential land.



Low Intensity Residential:

This type refers to land not used for farming purposes. Most of the time it is the yard area around the dwelling. This acreage would be listed on line 7 in section 6, along with the homesite if there is one.



ROW (Right of Way):

This type refers to land along the edges of a property that borders the road. This acreage would be listed on line 8 in section 6.



Waste:

This type refers to land that is deemed unfit to be used for farming or building. This acreage would be listed on line 8 in section 6.



Pond:

This type is exactly what it sounds like. This acreage would be listed on line 8 in section 6.



Streams:

This type is exactly what it sounds like. This acreage would be listed on line 8 in section 6.



Conservation - Contract:

This type refers to land that has a contract in place for CRP/CREP/etc. from FSA. This acreage would be listed on line 9 in section 6.



Conservation - Voluntary:

This type refers to land where the owner is voluntarily protecting species at risk and their habitats. This acreage would be listed on line 10 in section 6.

If you have additional questions about how to fill out the application, please reach out to our CAUV Department.

Office Phone: 740-652-7054 • Email: CAUV@fairfieldcountyohio.gov



FAIRFIELD COUNTY • OHIO

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Conveyance of Property – County Auditor Procedures

Please note, this document is not legal advice. This document is an informational tool to help citizens navigate processes connected with the County Auditor's Office. Deeds and other instruments of conveyance are not reviewed by the Auditor's Office for legal compliance. We encourage you to consult an attorney for questions you have about real property conveyance. The Auditor's Office does not provide legal guidance on the preparation of deeds or conveyance of real property. If you need an attorney, the County Auditor's Office will not be able to make a referral. You can obtain a list of attorneys from the Fairfield County Bar Association: Fairfield.County.Bar@gmail.com

The County Auditor's Office often receives questions about what needs to be done to navigate the process to convey or transfer property. One of the most common questions the County Auditor's Office receives is: "Where can I find a conveyance fee statement form?"

Conveyance fee statement forms can be found at: <https://www.co.fairfield.oh.us/auditor/fc-auditors-online-forms.html>. Representatives from your title company or real estate attorneys may help you prepare and file conveyance fee statement forms. In general, for conveying property, the required documents are typically a deed (or an instrument of conveyance) and the conveyance fee statement (known as a DTE 100 or 100EX).

Another question that arises is: "As I am working with my attorney to prepare a deed or conveyance instrument, how do I make sure that the legal description of the property complies with County Conveyance Standards?"

You can submit your prepared deed to the County Auditor's Map Room for approval of the legal description to ensure it complies with the Conveyance Standards. This approval is a pre-requisite for the transfer. For review of the *legal description and its compliance with Conveyance Standards*, prepared deeds can be emailed to maproom@fairfieldcountyohio.gov.

Dropping Off Documents

Conveyance instruments and conveyance fee statements can be dropped off to the County Auditor's transfer desk once the legal description has been approved for compliance with Conveyance Standards. The Auditor's Office standard office hours are Monday-Friday 8:00 a.m. to 4:00 p.m., and the office is located at 108 N. High St., Lancaster OH, 43130. Documents can also be submitted by mail to the Fairfield County Auditor: Attn: Conveyance, 108 N. High St., Lancaster, Oh, 43130.

Electronic Filing

Electronic filing options do exist through Simplifile; however, we understand if you are a one-time filer this may not be the most practical for your situation. If you would like more information on the Simplifile process, visit this link: <https://simplifile.com/e-recording/e-recording-network/e-recording-in-ohio/e-recording-in-fairfield-county-ohio>.

Fees

The transfer fee is \$.50 per parcel - this applies to both exempt and non-exempt transfers. The conveyance fee is \$4.00 per thousand of consideration (if money is changing hands).

Recorder's Office Contact Information

For more information on the recording process once the transfer process is complete, please visit www.ohiorecorders.com or contact the Fairfield County Recorder's Office at (740) 652-7100.



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

September 19, 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...

- At the beginning of the week, we held **a meeting with CAAO to promote communications about real estate valuations** and other general matters.
- This week, we began a white paper for the **Decorative Arts Center lodging tax**.
- A very **efficient Board of Revision meeting** was held on Wednesday. Thanks for the preparation of the meeting to allow for such good time efficiency.
- The team enjoyed a pizza lunch, courtesy of Carri, on Wednesday. Small groups also enjoyed lunches throughout the week as we continued **to collect donations for United Way and the Hunger Coalition**.
- Thanks to Rachel Elsea for preparing **a fact sheet and form** about short-term disability to help clarify procedures.
- This week, we met (virtually) with the State Auditor's Office to proceed with **the request for proposal process for the audit next year**. There is progress being made here.

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

- We began work on communication pieces for Weights and Measures as Carter Corcoran and Patrick Brighton ***continued testing and preparations for the Fairfield County Fair – and as they prepared several retail establishments for openings, as well.***
- On Friday, we took a picture of the ***Master Gardeners to celebrate their work with the landscaping at 108 N. High Street. We will include the picture in next year's Annual Comprehensive Financial Report.***
- Throughout the week, planning for the ***Making Numbers County conference and the Financial Leadership Academy continued. In addition, Bev Hoskinson and her team continued to review the assessment of the Enterprise Resource Planning solution.***
- The ***2025 sexennial update for real estate valuations*** is right on track – thanks to the REA team for their steadfast progress. We will soon begin documenting a communication plan for the sexennial update.
- Thanks to Jen Dickerson for working through ERP access issues this week and for ***communicating effectively with our stakeholders.*** We appreciate her work as a system analyst, her patience, and her teamwork.
- Thanks to ***Joanna Vanderbilt for covering the customer service*** counter so well while the staffing was at minimal levels!
- Thanks to ***Bev Hoskinson*** for continuing to update the internal control manual, a living document, as we get more input and feedback. Thanks, also, for the good information shared with others about the ***segregation of duties.***

CONTACT US!





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

- ***This week***, Nick Dilley announced the “2024 orthos” were now available, and he provided some tips to users for accessing the images. Orthos combine the image characteristics of a photograph with the geometric qualities of a map. This imagery will allow a user to zoom in very close to buildings and still maintain a crisp picture.
- Thanks to the team members that hopped right on the ***required cybersecurity training***. We appreciate that.
- And we learned that we have received the ***State Auditor Award of Distinction!*** That is great news. 2024 has been a great year.

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September 19, 2024

David Levacy
Commissioner, Fairfield County
210 East Main Street, Room 301
Lancaster, OH 43130

RE: Carnation Solar Public Information Meeting

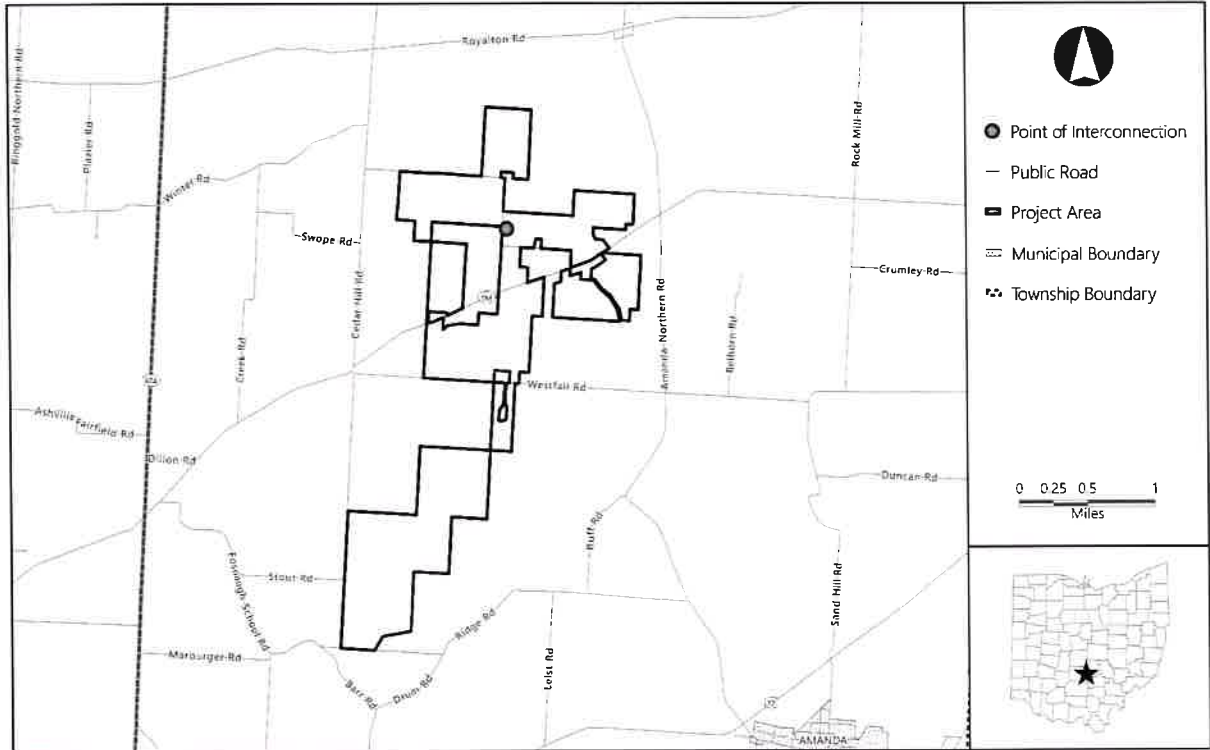
Dear Commissioner,

We are contacting you to invite you to a Public Information Meeting for the Carnation Solar Project (the "Project"), which will be held on Thursday, October 10, 2024, from 5:00 p.m. – 7:00 p.m. at the cafeteria/ auditorium of the Amanda-Clearcreek High School, 328 E. Main Street, Amanda, Ohio 43102. The purpose of this meeting is to notify the public about the Project and solicit input on the scope of the Project.

The Public Information Meeting will be held in an open house format. Representatives from the Project, including various subject matter experts, will be available to answer questions about the Project. Information about the Project developer, facility location, construction process, environmental studies, and economic benefits of the project will be provided at various stations at the meeting location. Written comments from the public will be collected at the meeting and considered in the preparation of the application to the Ohio Power Siting Board ("OPSB"). In addition, Staff from the OPSB will be present to answer questions about the OPSB permitting process.

About the Project

The Project is a proposed up to 142 megawatt (MW) solar energy project under development in Amanda Township in Fairfield County. The Project will maximize energy production from solar resources to deliver electricity to the regional transmission system to serve the needs of electric utilities and their customers. The Project is being developed by Carnation Solar, LLC, a subsidiary of National Grid Renewables Development, LLC. More information about the Project is located here: <https://nationalgridrenewables.com/in-development/carnation-solar/>. A map of the Project is provided below.



Ohio Power Siting Board Process

Under Ohio Law, electric generating facilities capable of producing 50 MW or more must apply for a certificate of environmental compatibility and public need from the OPSB. The OPSB provides for a single unified process by which applicants can obtain a certificate to construct and operate an electric generating facility.

The OPSB certification process includes public information meetings, submittal of a certificate application (R.C. 4906.06), 60-day staff completeness review, application acceptance, OPSB staff review and recommendation, a public hearing (R.C. 4906.07), an adjudicatory hearing, and certificate issuance or denial (R.C. 4906.10). There are various avenues for public participation throughout the permitting process. This includes commenting on the docket and attending public hearings. Additionally, persons who desire to intervene in the OPSB proceeding may do so in accordance with Ohio Adm. Code 4906-2-12.

As required by the OPSB, property owners and tenants receiving this letter will also receive written notice of the public hearing. In addition, you can sign up to receive electronic notifications about this proceeding directly from the OPSB, by either subscribing to OPSB news releases, or subscribing to the OPSB case (Case No. 24-0881-EL-BGN) at dis.puc.state.oh.us.

You are also welcome to contact the OPSB directly for more information at:



Ohio Power Siting Board
180 E. Broad Street
Columbus, Ohio 43215
Phone: (866) 270-6772
opsb.ohio.gov
contactopsb@puco.ohio.gov

We look forward to discussing the Project with you and your community. Should you have any additional questions, or wish to speak to a member of our staff, please contact us at carnationsolar@nationalgridrenewables.com or by calling us at: 740-761-7879.

Sincerely,

Courtney Whitworth

Courtney Whitworth
Permitting Lead

Chris Snider

Chris Snider
Developer

September 2024

Superintendent's Message

Directions are important. If you drive somewhere without directions, or if you don't follow the directions you have, you risk spending extra time and resources trying to get where you need to go (I am perhaps speaking from experience). The same is true for Fairfield DD. We are trying to get somewhere. We are working toward fulfilling our mission. But we need directions on how to get there. The Fairfield DD Strategic Plan provides those directions.



As we near the end of our current 3-year plan (2022-2024), we look toward the future to figure out what road to take next. In partnership with Krile Communications, we collected feedback from Fairfield DD staff, Board Members, individuals we support, families, providers, educators, and the community. As this plan becomes finalized in the coming weeks, we look forward to sharing the steps we are taking in 2025-2027 as we continue to bring about a vibrant community where people lead lives of greater independence and make meaningful contributions!

Vibrant Community Connections

Steps Toward Independence

If you are a golfer, this summer's dry weather has been perfect. Devon Fox has been taking advantage of the unending sunshine to hit some balls. Going to the course regularly wasn't always something he did. Devon has worked hard to make changes and set new goals for himself and for what he wants in his life.



Community Partnership Corner

Community Care Day



One pillar of the Fairfield DD mission is “to bring about a vibrant community,” and our team members work to live that every day. Last week, staff from across the agency took part in the United Way Community Care Day. They joined more than 300 volunteers across the county to help at 25 different project sites around Fairfield County. The day began with the United Way giving campaign breakfast. Superintendent Uhl addressed the volunteers as he serves as campaign chair this year. Fairfield DD staff joined together to work at two assets of our community, Big Brothers, Big Sisters, and The Foundation Shelter.

Fairfield DD was a recipient of Care Day efforts as volunteers (from Fisher Catholic High School) assisted staff at Forest Rose School to help catalog and organize the school library.

Fairfield DD Feature Team

Behavior Support Team

Collaboration is one of Fairfield DD’s values and the behavior support team illustrates this every day. An'Gelica Harris leads this team as they partner with teachers, families, support systems, and even employers to find out what a person might be trying to tell us with a certain behavior. The behavior support team collaborates with the person to develop positive strategies for expressing themselves. Staff also provide suggestions and ideas to the person’s family and support system to help everyone have a better understanding.



The behavior support team is currently working with more than 144 people of all ages across Fairfield County. Staff might be in a preschool in the morning and then working with an adult in the afternoon. Team members also take part in education at locations such as Lancaster High School and through the Crisis Intervention Training held for First Responders. However, the spirit of building relationships and collaboration remains with them throughout.

It is almost election time!



Take part in this fall's election by registering to vote by October 7, 2024.

You are eligible to vote in Ohio if you are a U.S. citizen, 18 years old or older. New to the state? You are eligible if you have lived in Ohio for at least 30 days before the election. You can register online at the [Secretary of State's website](#), print and mail back the form, or obtain a form in person and return it to many [State of Ohio offices](#).

Registered but need to update your information? You can do that at the county board of elections or [online](#) through the State of Ohio.

[Learn More or Register to Vote](#)

Upcoming Events

Big Brothers, Big Sisters Open House

September 25, 2024, 4:30 p.m.-6:30pm

Tour the [newly updated space](#) and see the Big Book Nook at the new home of Big Brothers, Big Sisters of South Eastern Ohio.

Welcome Back Block Party

September 28, 2024, 11:00 a.m.–2:00 p.m.

The [Welcome Back Block Party](#) is happening Saturday, September 28, at Pickerington High School Central. This is free for the entire community. Enjoy live music, food trucks, Silent DJ Tent, Kids Zone, dunk tanks, Story Land, student performances, and more.

Fall Health Fest

September 28, 2024, 11:00 a.m.–1:00 p.m.

A [free event](#) full of resources, fall activities, music and snacks!

Fairfield DD Strategic Plan Open Forum October 15, 2024, 5:30-6:30 pm

Join us to share your thoughts about the 2025-2028 strategic plan. The draft should be available on our [website](#) prior to the meeting.

Author Tim Vogt Visit

October 16, 2024, 10:00 a.m.–12:00 p.m.

Join us for a [free event](#) at the Wigwam Event Center, where author Tim Vogt will discuss his book *Who's in Your Life? Rethinking the Social Story of Disability*. Don't miss this conversation diving into how Tim decided to transform the Starfire organization and do whatever was needed to give people full lives in their community.

Youth Ombudsman Online Webinar

October 24, 2024, [11:00 a.m.-11:45 a.m.](#) or [3:00 p.m. - 3:45 p.m.](#)

Join Ohio's Youth Ombudsman for a 45-minute informational session about the Foster Youth Bill of Rights and how educators and school professionals can support students in foster care.

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





County Spotlight

COMMISSION CONNECTION: PUBLIC SERVICE

Fairfield County is fortunate to have dedicated community members who volunteer and give so much of their time. Commissioner Jeff Fix recently shared ways residents in our community can contribute and shape the future of the county. Watch the video by clicking the image below.



MONTHLY THEME: BUILDING RESILIENCE

September's theme is building resilience, and we are proud to feature the [Fairfield County Sheriff's Office](#)! From emergency responses to community outreach, their commitment helps build a safer, more resilient Fairfield County for all. They are committed to public safety by protecting and enhancing the quality of life, upholding all laws, preserving peace, and preventing crimes while protecting the constitutional rights of all those we serve. The Fairfield County Sheriff's Office will continue to partner with our neighborhoods, businesses, schools, churches and community organizations to provide the best service possible.



SEPTEMBER PROCLAMATIONS

September is Hunger Action Month and National Preparedness Month. The Commissioners had the opportunity to hear from the Fairfield County Hunger Coalition. This group works to combat food insecurity, improve health, and provide hope to the residents of the county through increasing access to nutritional resources, health advocacy and education, and community contributions and collaborations.

They also met with the Fairfield County Emergency Management Agency in recognition for National Preparedness Month. It's important to promote family and community disaster planning throughout the year.



2024 STATE OF THE COUNTY: YOUR WORD IS GOLDEN

Our County Commissioners Davis, Fix and Levacy and Administrator Cordle delivered this year's State of the County to a record crowd of approximately 340 attendees.

The theme of this year's program was discussing promises made and promises kept to build a brighter, stronger community.

The audience heard Aunie Cordle, County Administrator, talk about the importance and significance of keeping our word and delivering on promises we make to others and ourselves. Commissioner Fix addressed big issues and shared progress toward identifying solutions to the lack of housing in our county, including the development of the county's strategic plan and holding ourselves accountable to progress on the plan. Commissioner Davis shared solutions and ideas the county is pursuing about sustainability and transportation. Finally, Commissioner Levacy highlighted the innovative work of our Fairfield County Workforce Center, sharing students success stories about the Center's programming.

Learn more about Fairfield County's community vision of ensuring a better future for all by viewing the full recording of the 2024 State of the County here:



CLERK OF COURTS, BRANDEN C. MEYER RECEIVES NATIONAL CERTIFICATION

Fairfield County Clerk of Courts Branden C. Meyer, of Pickerington, Ohio graduated from the nationally recognized Court Management Program of the Institute of Court Management of the National Center for State Courts (NCSC). The course of study improves the performance of courts and access to justice for members of the community. [Click here](#) to read to full press release issued by The Supreme Court of Ohio.



BROADBAND INFRASTRUCTURE PROGRAM AT WORKFORCE CENTER

Are you interested in a career in Broadband Infrastructure? Don't miss this opportunity to receive certified training right here in Fairfield County at the Fairfield County

Workforce Center. For more information or to apply to the Broadband Infrastructure Training Program (BITP), click the image below!



POSSIBLE CAREER PLACEMENT & INCOME:

- ✓ **\$48,510*** | Telecommunications Line Installers and Repairers
- ✓ **\$60,790*** | Telecommunications Equipment Installers and Repairers
- ✓ **\$71,750*** | First-Line Supervisors of Mechanics, Installers, and Repairers



ADDITIONAL CAREER OPPORTUNITIES INCLUDE:

Broadband Equipment Installation Technician, Fiber Optic Cable Installer - Outside Plant Installations, Fiber Optic Splicing Technician Trainee, Broadband Equipment Troubleshooter & Technician

*May 2021 State Occupational Employment and Wage Estimates for Ohio

STUDENTS WILL LEARN:

- ✓ Use of specialty tools and test equipment in the broadband field
- ✓ Terminations for cable, phone, computer & network applications
- ✓ Safe techniques for ladders, bucket trucks, highway safety, & confined space work
- ✓ Broadband equipment installations - home, office, & new construction *and more!*

BROUGHT TO YOU BY THE OHIO 5G SECTOR PARTNERSHIP:



FOR MORE INFORMATION, VISIT
www.omjfc.org/broadband-infrastructure-program

Community Corner

DEPARTMENT SPOTLIGHT - FAIRFIELD COUNTY EMERGENCY MANAGEMENT AGENCY



If you aren't familiar with the Fairfield County Emergency Management Agency (EMA), it may be easiest to think of a situation where even the local law enforcement and emergency service agencies are overwhelmed. Sometimes a disaster or emergency occurs that is so large that the resources in the county and the help provided by Memorandums of Understanding, cannot cover the need for the situation.

This is when the EMA steps in to coordinate a response. If the emergency was a tornado that destroyed 100 homes, or if the power was out for a week in half the county, this would require resources that are more than our county could handle. Additional help and support would be required. By bringing the decision-makers together at the Emergency Operations Center, we can coordinate with all the county resources to decide the best way to help our residents.

The EMA also relies heavily on partnerships with volunteers and other organizations, such as the Local Emergency Planning Committee and the Healthcare Coalition. The list of partnering first responders involves every unit in the county. Even citizens are encouraged to learn more about emergency management by enrolling in the Community Emergency Response Team Basic Course. This training provides citizens with the skills needed to prepare their families when disaster strikes.

Finally, the EMA is responsible for orchestrating the outdoor siren system and Alert-Fairfield County, an emergency notification system used by city and county public safety organizations throughout the United States to issue government-related messages to residents and businesses. The system can send thousands of messages via landline, cell phone, TTY, e-mail, text and fax, all within minutes. Only authorized officials are allowed access to the system.

If you'd like to learn more about Fairfield County Emergency Management Agency, we encourage you to visit their website at <https://www.fairfielddema.com/index.html>. While there, make sure to sign up for Alert-Fairfield County so you can always be informed and aware.

COMMUNITY CARE DAY

Many congratulations and thank you to the 350+ community members who volunteered in September's United Way Community Care Day. According to the campaign and event coordinator for United Way, Garrett Davis, assistance was given to approximately 25 different

sites and locations across Fairfield County. Non-profits throughout the community were painted, cleaned, and organized. Others helped assemble Community Care Bags, birthday party kits, and shelf-stable meals. Playgrounds and parks are cleaned, decks have been stained, fences were mended, and community pride is at an all-time high.

Thank you to all!



Fairfield Forward

ON WITH AUNIE: BRAND THE BUS!

Hear how YOU can win a unique prize by coming up with a new NAME for Lancaster-Fairfield Public Transit on this episode of On with Aunie. Details for the contest can be found by scanning the QR code in the video or by clicking [here](#).



FAIRFIELD COUNTY DEBUTS NEW TRANSIT PARTNERSHIP WITH LANCSATER CITY SCHOOLS

Take a moment [to watch this recent episode of On with Aunie](#), where she talks about the transit system in Fairfield County and new partnership opportunities – most notably, the recent partnership with Lancaster City Schools' middle school football players. Throughout the month of September until

October 6, the transit system is shuttling football players from Thomas Ewing to General Sherman for practice right after school.

This new partnership is a unique collaboration that addresses the need for transportation for students to allow them to participate in an extracurricular activity by getting them to practice safely and on time.

As the county continues to analyze the transit operations and plans for the future, these win-win partnerships are opportunities to revitalize public transportation, bridge



gaps in the system and create collaborative solutions that benefit our entire community!

Career Spotlight

As a Family Support Specialist for the Child Protective Services Intake Team, Lauren's primary role is to assist caseworkers with daily tasks that might include attending home visits, documenting visits and interviews, assisting with the creation of safety assessments, completing collateral phone calls and records requests, transporting families, or assisting with substance use screens. Her primary objective in this position is to assist with tasks that ultimately allow the caseworkers more time with their families to assess the safety of children.



Sometimes this work can be taxing and Lauren recommends that if someone is interested in pursuing a similar career path, to shadow the different units within Protective Services to ensure they witness cases at every stage. She would also recommend understanding the goals of Job and Family Services. For example, Fairfield County's main goal is to always reunify the original family members, whenever possible, and to assist the families with what they may need to create safe environments. Lauren emphasizes the importance of understanding your own natural bias, and how that could impact your work with families, and ensuring each family receives equal treatment. Lauren has shared that despite the tough circumstances of the job, it brings her much joy to serve her community.

"It may sound odd with such a hard job however, I've been blessed to connect with adults, ensure the safety of children, and watch families take steps to make changes," she said. "I've enjoyed working with each unit within Protective Services, as they've all been more than welcoming, and I love seeing the hard work they put into their caseloads."

Job Openings

**NOW HIRING: FULL-TIME JOB
AND FAMILY SERVICES DEPUTY
DIRECTOR OF FINANCE**

Fairfield County Job and Family Services is seeking a dynamic and experienced financial leader to join their team as the Deputy Director of Finance. In this pivotal role, you'll oversee financial operations, drive strategic initiatives, and ensure fiscal responsibility to support our mission of serving the community. If you're passionate about making a difference and are an experienced financial professional, we want to hear from you! Apply [here](#).

**WE ARE HIRING!
DEPUTY DIRECTOR OF FINANCE**



Fairfield County Job and Family Services is seeking a dynamic and experienced financial leader to join our team as the Deputy Director of Finance. In this pivotal role, you'll oversee financial operations, drive strategic initiatives, and ensure fiscal responsibility to support our mission of serving the community. If you're passionate about making a difference and are an experienced financial professional, we want to hear from you!

Learn more
by visiting
our website!



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



Board Openings

The following boards currently have vacancies:

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:** Must be a resident of Fairfield County and be at least 18 years of age. Board members serve 5-year terms.

Important Dates & Events

Mark your calendars for these important dates!

Meals on Wheels- Brown Bag It for Hunger! - Wednesday, September 25. Flyer [here](#).

Fall Health Fest - 11 a.m. - 1 p.m. on Saturday, September 28 at Lancaster Community Garden, 2151 West Fair Avenue, Lancaster

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

Fairfield County Trail of Scarecrows - Register by September 30. Additional details can be found [here](#).

Fairfield County Fair - Sunday, October 6 - Saturday, October 12. Additional details can be found [here](#).

FALL HEALTH FEST

Health Resources - Music - Games - and much more!

28
September

Lancaster Community Garden
2151 W. Fair Avenue Lancaster, 43130

Time: 11am-1pm

For more information contact: baylie.blevins@fairfieldcountyohio.gov

Your County Commissioners



Steve Davis



David L. Levacy



Jeff Fix

SERVE. CONNECT. PROTECT.



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

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YOUR Fairfield County ADAMH Board

*Raising Hope, Not
Taxes*

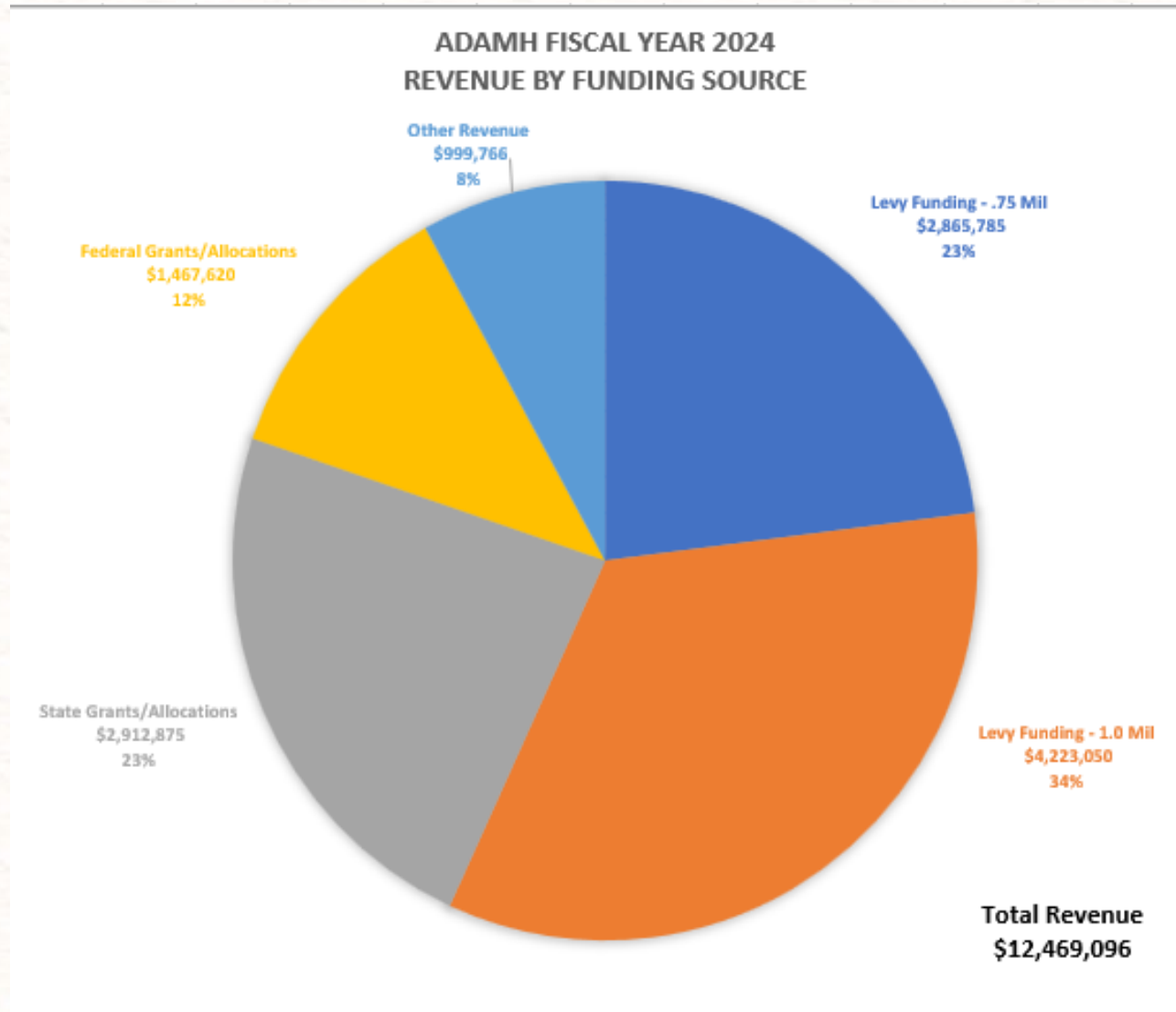
*For a healthier
Fairfield County*



09/24/24

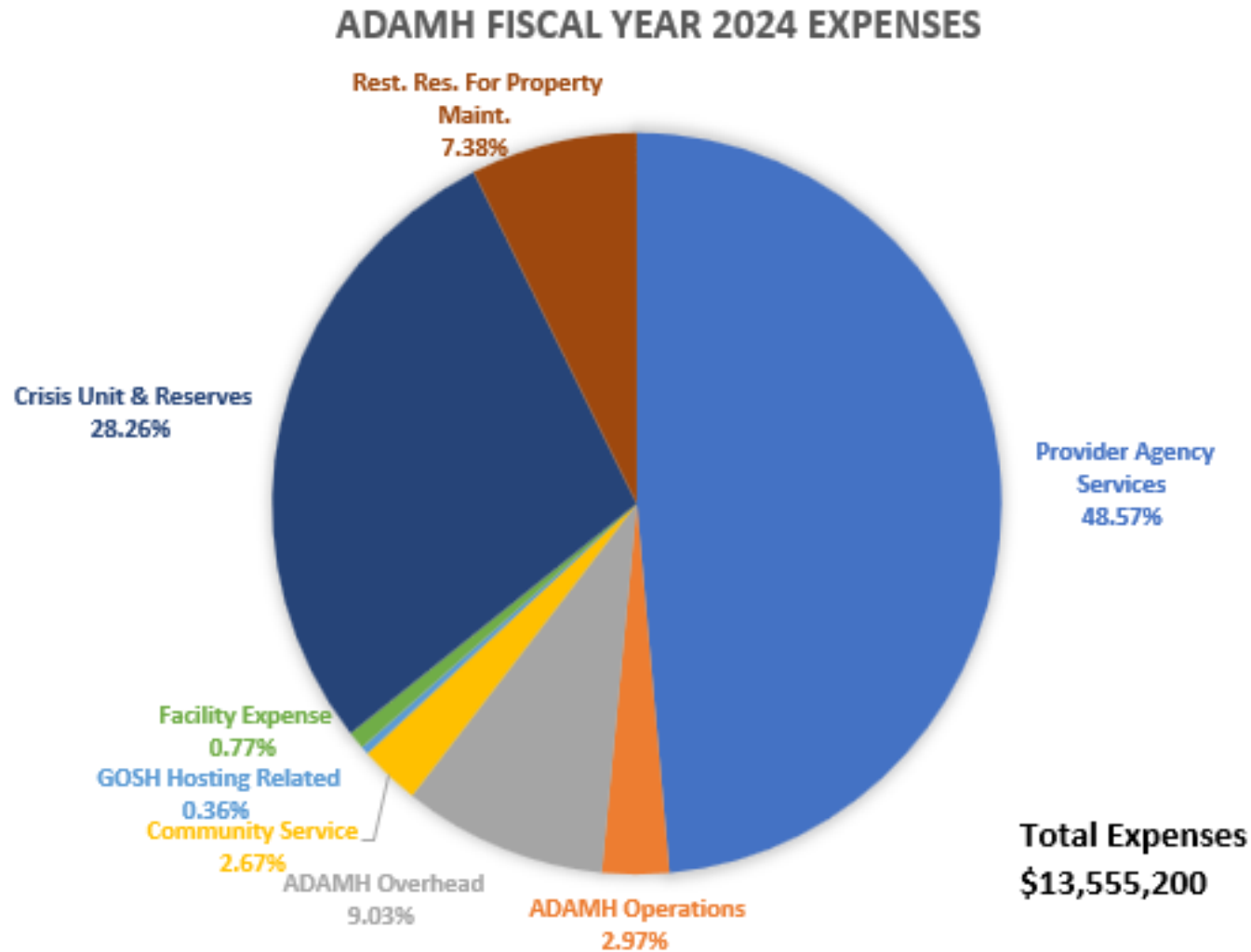


Where does the ADAMH's revenue come from?



- Other revenue includes grants we are awarded directly, work for other ADAMH boards and special funding earmarked for agencies.
- Local Levy revenue is around 60% of our annual funding, depending on what other funding sources we obtain each year.

Where Fairfield ADAMH spends its funds?



- This includes expenses and allocation to our restricted reserves for future projects and maintaining current properties.
- Expenses are more than revenue due to carryover for special projects like STARlight.
- We are still paying agency and provider claims, they have until September 30 to bill ADAMH, so the percentage to provider agencies will increase.

Fairfield County ADAMH staff

What do ADAMH staff do? We do not provide direct services, but we operate the infrastructure of the ADAMH Board:

- Track all funds and report where they were spent. (over 40 types of funding and over 60 programs funded). Approve invoices to be paid. Manage all financial functions and decisions.
- PLAN for needed services in our county, FUND those services through annual contracting process and RFPs when appropriate for new services, and MONITOR the programs and services funded.
- Monitor agencies for compliance to contract. Prioritize accountability!
 - Contract monitoring.
- Develop and monitor outcomes for every program, be sure the public dollars spent are having an impact on the community.
- Plan and implement events and trainings. ADAMH staff provide or participate in over 100 educational trainings and events in the community each year.
- Services provided to other ADAMH Boards (GOSH)- revenue source
- Board staff receive complaints, concerns and questions about the BH system and agencies. Board staff take over 300 calls and in person contacts a year.
- Provide the structure and information to the Board members to enable them to make policy and strategy decisions.

Your Public dollars provide vital services for Fairfield County

- STARlight and Venture Place projects.
- Youth prevention and treatment services in every school district in the county. Also, mentoring programs for youth.
- Employment services to get persons with mental health challenges back in the workforce.
- Availability of Crisis Hotline, Mobile Crisis Intervention Team response and Crisis Stabilization services at Starlight Center, 24/7 for any Fairfield County resident.
- Support for victims of domestic violence to stay safe.
- Support Law enforcement in their work with persons in mental health crisis.
- Provide suicide prevention education and services for youth and adults through proven training such as QPR (Question, Persuade and Refer), Mental Health First Aid and screening through Signs of Suicide (SOS) program in the schools.
- Provide training on mental health and substance use to anyone in the community, free of charge.
- Provide assistance to people who need help finding the right services within their insurance coverage.
- Equip pregnant and new moms who have substance use challenges with the services and skills they need to raise and nurture healthy babies.
- Screen and connect with older adults who are home bound and struggling with isolation and depression.

Next Goals and Projects

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

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

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

Next Goals and Projects

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

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

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

Next Goals and Projects

- **Awareness:** Plan for increased speaking engagements and awareness events and publications to increase awareness of services available. Promote “Get Connected” program. Develop a simple way to access services, no wrong door.
- **Workforce Development-** recruit and keep behavioral health staff in Fairfield County.
 - ADAMH facilitates Workforce development committee open to all social service providers in Fairfield County.
 - Twice in last 2 years ADAMH has offered one time infrastructure grants to Network of care Agencies, many have used this for staff retention activities.
 - Developed videos promoting working in Fairfield County:

[Working in Fairfield County #1 \(youtube.com\)](#)

[Working in Fairfield County #2 \(youtube.com\)](#)

[Working in Fairfield County #3 \(youtube.com\)](#)

[Working in Fairfield County #4 \(youtube.com\)](#)

[Working in Fairfield County #5 \(youtube.com\)](#)

[Working in Fairfield County #6 \(youtube.com\)](#)

Renewal Levy

Raising Hope Not taxes

- This is a renewal of the .75 levy, no new taxes, and the cost of this levy will continue to be \$13 a year per \$100,000 of property value.
- **We need the services and programs funded by ADAMH now more than ever because:**
 - We must continue the vital services ADAMH funds. Every year, thousands of residents of all ages receive services from Fairfield County ADAMH provider agencies. We are the safety net for mental health and substance use services.
 - The need for services for residents with addiction and mental health disorders keeps increasing each year, especially after the isolation of the covid years. We know Treatment works and recovery is possible, there is reason for Hope!!
 - These funds allow us to fund the operations for STARlight Center and Venture Place, both projects in response to local community needs.
 - Overdose deaths in Fairfield County have decreased and we will continue to facilitate this positive trend through education, awareness and availability of life saving products. After 58 deaths in 2022 and 49 deaths in 2023, we have only experienced 9 overdose deaths in the first half of 2024.
 - Suicide prevention education and services are needed to reduce suicide deaths in Fairfield County. There were 28 deaths in 2022 and 19 in 2023 attributed to suicide but first half of 2024 there have been 17 deaths attributed to suicide.
 - These continued levy funds will allow us to move forward on the Next Goals and Projects described so we can continue to respond to the needs our community identifies. Local funds = Local needs.

What happens if renewal is not passed?

- Future projects could not be pursued.
- Current level of services would be drastically cut.
- Times when crucial services are available would have to be reduced.
- Support of the 2 capital projects (STARlight and Venture Place) would continue but ongoing operations across the providers would be evaluated and programs cut.
- Most flexible and innovative of services may be cut due to the core clinical services being a mandate to fund, loss of ability to be creative for local community needs

Questions?

Thank you!!

Marcy Fields, LISW-S

Executive Director

Fairfield County ADAMH Board

108 W. Main St., Suite A

Lancaster, Ohio 43130

740.654.0829 x304

mfields@fairfieldadamh.org

www.fairfieldadamh.org



Where to Get Help in the
ADAMH
Network of Care

24-HOUR CRISIS HOTLINE
Call: 740.687.TALK (8255)
or call 9-8-8

CRISIS TEXT LINE
Text: 4hope to 741741

**New Horizons
Mental Health Services**

2652 Kull Road
Lancaster, Ohio 43130
740.687.0835 office
740.687.8255 mobile crisis

**Mid-Ohio
Psychological Services, Inc.**

106 Starret Street, #100
Lancaster, Ohio 43130
740.687.0042

The Lighthouse
Shelter for Domestic Violence
740.687.4423

The Starlight Center
740.672.3855

The Recovery Center
201 S. Columbus St.
Lancaster, Ohio 43130
740.687.4500

**Fairfield County 2-1-1
(Information & Referral)**

108 W. Main St., Suite C
Lancaster, Ohio 43130
740.687.0500

Fairfield County residents should dial 2-1-1.
www.fairfieldcounty211.org

Published by the
**Fairfield County Alcohol,
Drug Addiction
and Mental Health Board**

108 W. Main St., Suite A
Lancaster, Ohio 43130

Phone: 740.654.0829
Fax: 740.654.7621
www.fairfieldadamh.org

Fairfield County
ADAMH
Mental Health & Recovery Matter

&
**Fairfield County 2-1-1
(Information & Referral)**

108 W. Main St., Suite C
Lancaster, Ohio 43130

740.687.0500
Fairfield County residents should dial 2-1-1.
www.fairfieldcounty211.org

Fairfield County
2-1-1
Get Connected. Get Answers.
Information & Referral of Fairfield County

**SUICIDE PREVENTION &
CRISIS HOTLINE**
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CRISIS TEXT LINE
Text: 4hope to 741741

Fairfield County
ADAMH
Mental Health & Recovery Matter

Fairfield County Alcohol,
Drug Addiction and Mental Health Board

SUICIDE PREVENTION THROUGH INTERVENTION

The following information is offered as a guide for speaking with friends or loved ones if you are concerned that they may be contemplating suicide. Never take a suicide threat lightly; treat every threat of self-inflicted violence as a real threat. Most individuals who are thinking of harming themselves give warning signs before making an actual attempt. If you feel that your friends or loved ones are in crisis and immediate attention is needed to prevent them from harming themselves, never swear yourself to secrecy.

Please allow a professional to get involved by **calling 9-1-1** or the **Fairfield County Crisis Hotline at 740.687.8255** or **call 9-8-8** to seek the help of someone trained to work with those who feel hopeless.

RISK FACTORS

- Negative life events, such as death of a loved one, financial loss, or trouble with the law
- Prolonged stress due to unemployment, divorce, or difficulties at work/school
- Alcohol or drug abuse
- Previous suicide attempt
- Serious medical condition and/or pain
- Mental disorders

WARNING SIGNS

- Expressing the desire to kill oneself, even if it is said jokingly
- Searching for a means to kill oneself (e.g., purchasing a gun, hoarding pills)
- Feeling hopelessness or depression; having no reason to live
- Feeling trapped or desperate
- Experiencing anxiety over being a burden to others
- Losing interest in things that were once enjoyable
- Being unable to sleep
- Experiencing isolation or withdrawal from friends and family
- Expressing rage or irritability irrationally

What to do when you suspect someone is at risk:

Take It Seriously.

Do not underestimate the threat.

Ask Questions.

Express your concern for them to them. Do not be afraid to be specific and ask them if they are contemplating suicide. Avoid pleading or arguing.

Encourage Them to Seek Help.

Mental health professionals are trained to work with people who feel they are beyond help. Offer to make the appointment and go with them if appropriate.

Take Action.

If this is a life-threatening emergency call 911

Do not leave the person alone. Remove any means of self-harm (e.g. guns, pills, knives) from the premises. In a crisis call the Fairfield County Crisis Hotline at 740.687.8255 (TALK) or 988 or Fairfield Medical Center, 401 N. Ewing St., Lancaster, Ohio 43130, offers emergency services for those who are crisis.

Follow Up on Treatment.

Persons receiving treatments for suicidal thoughts will continue to need support as they seek the right therapists and medications.



24-HOUR CRISIS HOTLINE

Call:
740.687.TALK (8255)
or call 9-8-8

CRISIS TEXT LINE

Text:
4hope to 741741



REGULAR AGENDA #40 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
SEPTEMBER 24, 2024

AGENDA FOR TUESDAY, SEPTEMBER 24, 2024

- 9:00 AM Review
- 9:15 AM Hearings to Determine the Necessity to Establish, Alter, or Improve Bridges, Culverts, and a Drainage Project
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for September 17, 2024
- Commissioners
- 2024-09.24.a A Resolution Authorizing the Approval of a Proclamation [Commissioners]
- 2024-09.24.b A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for a subgrant to provide assistance to Woda Cooper Companies, Inc. for new construction of a forty-unit multifamily low-income housing project as a response to the COVID-19 public health emergency and its negative economic effects. [Commissioners]
- 2024-09.24.c A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 2876, American Rescue Plan [Commissioners]
- 2024-09.24.d A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Radios [Commissioners]
- 2024-09.24.e A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and memo receipt and expense for the County ARP fiscal recovery fund, #2876, for Transit. [Commissioners]
- 2024-09.24.f A resolution to memo transactions for interest allocations for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- 2024-09.24.g A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2024 Allocation. [Commissioners]

Fairfield County Emergency Management Agency

- 2024-09.24.h A resolution authorizing an EMA fund to fund transfer and appropriate from unappropriated. [EMA]
- 2024-09.24.i A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed services [EMA]
- Fairfield County Engineer
- 2024-09.24.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment [Engineer]
- 2024-09.24.k A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for fees. [Engineer]
- Fairfield County Facilities
- 2024-09.24.l A Resolution for Approval of Change Order No. 1 to the Contract between the Motorola Solutions and the Fairfield County Commissioners [Facilities]
- Fairfield County Family and Children First Council
- 2024-09.24.m A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council [Family and Children First Council]
- 2024-09.24.n A resolution to approve a memo exp./ memo receipt for the costs of Personnel for August Activity paid to Fairfield County Health Departments as a memo expenditure for fund# 7521 Family Children First Council [Family and Children First Council]
- Fairfield County Job and Family Services
- 2024-09.24.o A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2072 Fairfield County Job and Family Services - PCSA [JFS]
- 2024-09.24.p A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund [JFS]
- 2024-09.24.q A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2758 – Protective Service Levy - Fairfield County JFS [JFS]
- 2024-09.24.r A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, Respectively [JFS]
- 2024-09.24.s A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018 [JFS]
- Fairfield County Prosecutor
- 2024-09.24.t A Resolution Approving a Fund-to-Fund Transfer from the Prosecutor's Local Match Allocation to Fund 2784, Sub Fund 8321, for Grant Year 2024/2025 [Prosecutor]

Fairfield County Regional Planning Commission

- 2024-09.24.u A Resolution to Approve a Development Agreement for the Fairfield Career Center Subdivision [Regional Planning Commission]
- 2024-09.24.v A resolution to approve a Development Agreement for the Meadowmoore Reserve, Section 3 subdivision [Regional Planning Commission]

Fairfield County Sheriff

- 2024-09.24.w A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund [Sheriff]

South Central Major Crimes Unit

- 2024-09.24.x A resolution authorizing an account to account transfer for MCU Fund 7858(Subfund 8342) COSSAP DOJ Grant [Sheriff - Major Crimes Unit]

Fairfield County Soil and Water Conservation District

- 2024-09.24.y A Resolution to Apply for a Funding Allocation to Acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio [Soil and Water Conservation District]

Fairfield County Transit

- 2024-09.24.z A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Eastland Fairfield Career Center [Transit]

Fairfield County Treasurer

- 2024-09.24.aa A resolution regarding an agreement for deposit of public funds with Park National Bank. [Treasurer]

Fairfield County Utilities Department

- 2024-09.24.bb A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure, Funds 5044 and 5046 [Utilities]
- 2024-09.24.cc A resolution approving an additional waterline easement between Victory Hill Church of God and the Fairfield County Commissioners. [Utilities]
- 2024-09.24.dd A Resolution Approving an Additional Sanitary Easement between Paul Russell Johnson and the Fairfield County Commissioners [Utilities]

Payment of Bills

- 2024-09.24.ee 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 October 1, 2024, 9:00 a.m.

Adjourn

Commission Connection Video, 10:30 a.m.

Viewing to Consider Petition to Vacate Unimproved Public Easement, Fisher St., Shell Beach, Walnut Township, 12:55 p.m.

Viewing to Consider Vacation of an Alley, Taylor Sandy Beach, Walnut Township, 1:10 p.m.

Regular Meeting #39 - 2024
Fairfield County Commissioners' Office
September 17, 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, Acting Clerk to the Board of Commissioners, Budget Officer, Staci Knisley; EMA and Facilities Director, Jon Kochis; Budget Director, Bart Hampson; Engineer's Deputy Director of Operations, Jason Grubb; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Regional Planner, Josh Hillberry; JFS Director, Corey Clark; Sheriff's Deputy, Kevin Romine; Auditor, Dr. Carri Brown; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Economic Development Coordinator, Anthony Iachini; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell. Also in attendance: Sherry Pymmer, Ray Stemen, City of Lancaster Mayor Don McDaniel, and City of Lancaster Economic Development Director Stephanie Bosco, Frank Martin, and Barb Martin.

Virtual attendees: Bennett Niceswanger, Lori Hawk, Rochelle Menningen, Joe Ebel, Gregory Forquer, Shelby Hunt, Jeannie Wears, Jessica Murphy, Gregory Forquer, Bryan Everitt, Lynette Barnhart, Beth Cottrell, Shelby Hunt, Nicolette Wears, Brandy Marshall, Jessica Murphy, Jerry Starner, Jeff Barron, Aubrey Ward, Abby King, Deborah, Jared Collins, Michelle Carper, Stacy Hicks, Toni Ashton, Britney Lee, Joshua Horachek, Bev Hoskinson, and Erin Robinson

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Listen & Learn, Economic Development

Mr. Szabrak, Mr. Iachini, and Vince Carpico presented an Economic Development update. A PowerPoint presentation was provided and is available in the minutes. Mr. Szabrak started by introducing Mr. Carpico and Mr. Iachini. He also thanked the Board of Commissioners for supporting growth in his department.

Mr. Iachini spoke about working with the village and townships and about the Basil-Western Road/Violet Township developments project. The project includes DHL Distribution Warehouse, Roebling Development, LeVeck Commercial & Construction site, and MedVet.

Mr. Iachini also spoke about Site Preparedness for future development sites around the county.

Commissioner Davis asked about the number of employees that were projected for the DHL site.

Mr. Iachini stated that DHL will have a minimum of 200 employees and the Hemmer site will have a minimum of 100 employees.

Commissioner Fix stated that he wanted to note that developers have had a big part in this project.

Mr. Carpico spoke about the Fairfield County Port Authority. The Port Authority works with developers to invest in future road and infrastructure projects.

Commissioner Davis asked about the sales tax exemption for the developers.

Mr. Carpico stated that the sales tax exemption is a one-time savings for the developer.

**Regular Meeting #39 - 2024
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Mr. Carpico spoke about the Fairfield 33 Development Alliance. The 33 Development Alliance is making an investment in Healthcare and the Workforce Center.

Mr. Carpico spoke about the Fairfield County Revolving Loan Fund (RLF).

Mr. Carpico also spoke about Grant Opportunities. They have been working with Hicks Partners to help the county agencies, townships, and villages.

Commissioner Fix stated that the \$10,866 grant from ODOT to Madison Township does a lot for their roads and township.

Mr. Szabrak thanked the Commissioners for the grant support with Hicks Partners. He also stated that they are working closely with the City of Lancaster specifically Mayor, Don McDaniel and Stephanie Bosco, City of Lancaster Economic Development Director.

Ms. Bosco stated that there will be up to 225 employees in phase 3 of the CIRBA project.

Mr. Szabrak spoke about the Gateway Project. This is a \$40-60 million dollar project for a parking garage in the City of Lancaster.

Commissioner Davis asked Mr. Szabrak if this project was likely to get completed.

Mr. Szabrak stated that the City of Lancaster has received \$2,000,000 from the state and he believes there is a 70% chance of finishing the project.

Commissioner Levacy thanked Mayor McDaniel and Ms. Bosco for attending today's meeting and their cooperation with our projects.

Mayor McDaniel stated that it was great to be here today and that they thank the Board of Commissioners for their support.

Commissioner Fix thanked Mayor McDaniel and Ms. Bosco for their cooperation with the townships.

Mr. Szabrak reported that he met with the Editor of Business First yesterday. The Editor commented on how these collaborations never happen and are exciting to see.

Public Comment

Ray Stemen of Lancaster spoke about the school districts many years ago and their grants. He led a prayer.

Legal Update

None.

County Administration Update

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

Regular Meeting #39 - 2024
Fairfield County Commissioners' Office
September 17, 2024

Week in Review

November 5, 2024, General Election Ballot

The Fairfield County Board of Elections has completed the proofing process for the November 5, 2024, General Election ballot. The ballots were placed on the front counter of the BOE office for their required 24-hour viewing period. An electronic copy of the proofed ballots is in your Review packets.

OSU Extension Educator Cost Share

Last Friday, the CCAO Agriculture and Rural Affairs Committee hosted OSU Extension Interim Director David Civittolo and his staff to provide an overview of the university's state and county funding budget.

The university proposed a \$10,000 increase to the county cost share for extension educators over the next two fiscal years. Currently, counties pay \$32,750 for the first OSU Educator, and \$42,750 for any additional educators within the county. The proposal would have counties pay an additional \$5,000 in calendar year 2025 & 2026, with the intention of having the same cost share amount for all educators.

Currently the average salary including benefits for an educator is \$85,000, which means counties are paying about 44.7% of an educator's salary on average. The proposal would increase that average to 45.1% for 2026 and beyond.

Engineer's Office Viewing

As you may recall; the Engineer's Office added in a culvert in their list of culverts and bridges for viewings and hearings. That 13th culvert was set for a viewing of 9/24 and hearing on 10/1. Unfortunately, the incorrect location was provided for that culvert. Therefore, that viewing and hearing have been rescheduled. The viewing will take place on November 12 and hearing is November 19.

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 approving the proposed cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation regarding the Allen Road vacation that is connected to the Pickerington Road interchange.
- A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund.

**Regular Meeting #39 - 2024
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- Three resolutions from the Engineer's office with two of them relating to the Salt Barn Concrete Pavement Project and a resolution to approve a change order for Refugee Road intersection safety improvements.
- A resolution to assess 2024 water and sewer delinquencies for a total of \$67,640 in delinquencies.

Budget Review

- Budget Director, Bart Hampson had no update.

Calendar Review/Invitations Received

- Family and Children First Full Council Meeting, September 19, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Lancaster-Fairfield Community Action Board of Director's Meeting, September 19, 2024, 11:30 a.m., Recycling Center, 1761 E. Main St., Lancaster
- The Springs at Wyandot Trail Ribbon Cutting, September 19, 2024, 4:00 p.m., 1495 Granville Pike, Lancaster
- Carnation Solar Public Open House, September 25, 2024, 5:00 p.m., Amanda High School, 328 E. Main Street, Amanda
- Pickerington Kroger, Grand Re-Opening, September 27, 2024, 10:00 a.m., Kroger, 7833 Refugee Rd., Pickerington
- Habitat for Humanity of Southeast Ohio, New Home Celebration, September 27, 2024, 11:00 a.m., 127 Arney Ave., Lancaster
- CCAO/CEAO Winter Conference, December 4-6, 2024, Hilton Columbus Downtown, 402 N. High St., Columbus

Correspondence

- Lancaster Eagle Gazette, Jeff Baron, September 10, 2024, "County Commissioners are Looking for Help in Naming Transit System"
- Letter, Office of the Lieutenant Governor, "Support for the Waiver to Exclude Income of Secondary Students Under Age 21"
- Fairfield County Municipal Court, Criminal/Traffic Division, Fees Collected Report, August 2024
- Memo, Dr. Carri Brown, County Auditor, September 12, 2024, Subjects: County Appraised Valuations Over Time; REA Summit: Serving Those Who Served; and Internal Controls
- Fairfield County Auditor's Wins of the Week, September 12, 2024
- Flyer, Photo Opportunity for Fairfield County Veteran Services Booth for the 2024 County Fair
- Press Release, Fairfield County Board of Elections, September 13, 2024, Announcing Director Brett Riffle and Deputy Director Jane Hanley of the Fairfield County Board of Elections have been Designated as Certified Elections/Registration Administrators (CERA) – the Highest Professional Achievement for Election Officials

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- The Fairfield County Board of Elections November 5, 2024, General Election Ballot Proofs

Old Business

Commissioner Davis reminded everyone that the Federal Reserve Board meets tomorrow to lower interest rates. The county is having discussions on cash and investments tomorrow.

Commissioner Levacy asked if anyone had an idea on what the reduction in interest rate would be.

Commissioner Davis expects at least a quarter reduction.

Commissioner Fix reported that he met with Jason Boothe, Executive Director of the Fox Family Y. He is impressed by the work they are doing and providing services to Fairfield County.

Ms. Cordle stated that she talked to Jason Boothe yesterday at Rotary and invited him to provide an update at the Commission meeting on October 8th at 9:00 a.m.

Commissioner Fix stated that he and Ms. Cordle are organizing a Regional Housing Summit with CCAO on October 18. We have found that other commissioners are trying to identify how to deal with the development that is coming to Central Ohio. Fairfield County is able to assist other counties and to share our story.

Commissioner Fix stated that the CCAO winter conference is in December. He continues to meet with townships and villages this week.

Commissioner Davis & Ms. Cordle met with Commander Lowe yesterday. Commander Lowe resigned from the Major Crimes Unit. The Board of Commissioners are not in charge of the Major Crimes Unit but are on the governing board as well as the Fiscal Agent and grantee for their grants. The operating board is meeting tomorrow. He will attend this meeting. He felt it was a solid meeting yesterday.

Treasurer Bahnsen is anticipating that the Federal Reserve Board will have a rate reduction and is curious what will happen tomorrow.

Commissioner Davis spoke about the interest rates for investments. The market is making some serious cuts.

Mr. Grubb reported that the Engineer's Office is on Phase 2 of the Basil Western Road project. They hope to start Phase 3 in spring of 2025.

County Auditor Dr. Brown stated her office has been attending more events. She commended Soil & Water for their annual meeting and thanked Rachel Elsea for attending. Stacy Knight prepared maps for the Parks District. Weights & Measures have been attending agricultural businesses and the Kroger opening this week. The Financial Audit for 2023 is complete with no findings. We have learned lessons for future audits. Athens County was here last week and related to learning about segregation of duties. There are lots of notes of appreciation this week. We are taking our time with political subdivisions on new changes. She commented on how proud she was of her staff. She also wanted to note that today is National Voting Registration Day.

**Regular Meeting #39 - 2024
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Commissioner Fix reported that he is going to meet with Berne Township related to the county's Land Use Plan. Mr. Vogel with Utilities and Ms. Mattei with Regional Planning Commission will also be attending.

Mr. Clark reported that JFS is hosting a Job Fair at Post Consumer Brands tomorrow. There will be 2 shifts. They will have staff and employers on site. There are roughly 40 employers that will attend.

Commissioner Fix stated that he appreciated Mr. Clark's team efforts on this.

New Business

None.

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, Acting Clerk to the Board of Commissioners, Budget Officer, Staci Knisley; EMA and Facilities Director, Jon Kochis; Budget Director, Bart Hampson; Engineer's Deputy Director of Operations, Jason Grubb; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Regional Planner, Josh Hillberry; JFS Director, Corey Clark; Sheriff's Deputy, Kevin Romine; Auditor, Dr. Carri Brown; Treasurer, James Bahnsen; Recorder, Lisa McKenzie; Economic Development Coordinator, Anthony Iachini; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell. Also in attendance: Sherry Pymer, Ray Stemen, City of Lancaster Mayor Don McDaniel, and City of Lancaster Economic Development Director Stephanie Bosco, Frank Martin, and Barb Martin.

Virtual attendees: Bennett Niceswanger, Lori Hawk, Rochelle Menningen, Joe Ebel, Gregory Forquer, Shelby Hunt, Jeannie Wears, Jessica Murphy, Gregory Forquer, Bryan Everitt, Lynette Barnhart, Beth Cottrell, Shelby Hunt, Nicolette Wears, Brandy Marshall, Jessica Murphy, Jerry Starner, Jeff Barron, Aubrey Ward, Abby King, Deborah, Jared Collins, Michelle Carper, Stacy Hicks, Toni Ashton, Britney Lee, Joshua Horachek, Bev Hoskinson, and Erin Robinson

Announcements

None.

Approval of Minutes for September 10, 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, September 10, 2024, meeting.

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

Approval of Resolutions from the Fairfield County Commissioners

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

**Regular Meeting #39 - 2024
Fairfield County Commissioners' Office
September 17, 2024**

2024-09.17.a A Resolution Approving the Proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation (ODOT)

Discussion: Commissioner Fix stated that he is working with ODOT on the Pickerington Road interchange. They are trying to ensure that there is no negative impact to the taxpayers.

2024-09.17.b A resolution approving an Account to Account transfer into a major expenditure category for General Fund #1001 and to Appropriate from Unappropriated into a major expense category and a fund to fund transfer for Grant Fund #3034, sub fund #8350 for the FY2024 Ohio Airport Grant Program/Ohio Department of Transportation (ODOT)

2024-09.17.c A Resolution of Conversion of Prior Year 2022 & 2023 Encumbrance (X-mode) to Current Year Appropriation, to Fund #2876

2024-09.17.d A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for assistance to the Lancaster Festival, a non-entity, anticipating a payment as a beneficiary to allow for support of Lancaster Festival which was negatively impacted by the COVID-19 pandemic

Roll call vote of the motion resulted as follows:

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

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

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

2024-09.17.e A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 Board of Developmental Disabilities

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 Emergency Management Agency

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

2024-09.17.f A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed service.

Roll call vote of the motion resulted as follows:

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

**Regular Meeting #39 - 2024
Fairfield County Commissioners' Office
September 17, 2024**

Approval of Resolutions from Fairfield County Engineer

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

- 2024-09.17.g A Resolution to Approve the Contract with Jagger Construction, LLC for the Salt Barn Concrete Pavement Project
- 2024-09.17.h A Resolution to Approve the Notice to Commence for the Salt Barn Concrete Pavement Project
- 2024-09.17.i A Resolution to Approve a Change Order for FAI-CR7-1.94 Refugee Road Intersection Safety Improvements

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:

- 2024-09.17.j A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
- 2024-09.17.k A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and The Recovery Center
- 2024-09.17.l A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Ohio Guidestone
- 2024-09.17.m A resolution for the Purchase of Service Agreement between Job & Family Services, Child Protective Services Department and Integrated Services for Behavioral Health

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

Approval of Resolutions from the Fairfield County Regional Planning Commission

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

- 2024-09.17.n A Resolution to Approve Change Order #1 for the CDBG PY2022 Village of Pleasantville E. Columbus St. and Pearl St. Storm Sewer Improvements

Discussion: Mr. Hillberry stated that this change order is to accommodate the underground utilities which were unforeseen.

**Regular Meeting #39 - 2024
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2024-09.17.o A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville Pool Concrete Deck Improvements Project

Discussion: Mr. Hillberry stated that this change order is to extend the completion date to install the gate.

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 Sheriff

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 Sheriff:

2024-09.17.p A Resolution Authorizing the Approval of an Agreement between MAO Pharmacy, Inc. DBA Westwood Pharmacy, and the Fairfield County Sheriff's Office

2024-09.17.q A resolution to approve Change Order 01 with Motorola and the Sheriff's Office

2024-09.17.r 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 a Resolution from South Central Major Crimes Unit

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

2024-09.17.s A resolution authorizing an account to account transfer for MCU Fund 7830, sub fund 8312, Drug Law Enforcement FY22 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 Treasurer

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 Treasurer:

2024-09.17.t A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC

2024-09.17.u A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office Fund 2804 DTAC

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

**Regular Meeting #39 - 2024
Fairfield County Commissioners' Office
September 17, 2024**

Approval of a Resolution from Fairfield County Utilities

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

2024-09.17.v A Resolution to Assess 2024 Water and Sewer Delinquencies

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2024-09.17.w A Resolution Authorizing the Approval of Payment of Invoices for
Departments that Require Board of Commissioners' Approval

Roll call vote of the motion resulted as follows:

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

Additional Comments:

Ms. Sherry Pymer, member of the Public, asked the Board of Commissioners to check into the Eastern Cottontail Project application to the Ohio Power Siting Board. She said she heard that this application reported reduction of population in areas in the County.

Mr. Iachini thanked Utilities, Regional Planning Commission and Engineer for assistance with the Basil-Western projects.

Adjournment

With no further business, On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to adjourn at 10:03 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, September 24, 2024, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

The following viewings are later today:

1. **Viewings of Engineer's Road, Culvert, and Bridge Projects;** 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, 12:30 p.m.
2. **Viewings of Engineer's Road, Culvert, and Bridge Projects;** 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, 12:50 p.m.

A Resolution Authorizing the Approval of a Proclamation

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 proclamation.

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 Proclamation of Recognition.

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Recognizing November 10, 2024, as Accounting Appreciation Day

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

WHEREAS, we look forward to acknowledging the contributions our vast and dynamic community of financial professionals make on a daily basis for the county and our stakeholders and partners, which include non-profit organizations, businesses, and other governments;

WHEREAS, the all-funds budget of the county for 2024 exceeds \$200 M and encompasses a wide range of critical services for courts, law enforcement, social services, public facilities, and roads and bridges;

WHEREAS, we are continuing the tradition of celebrating leadership in finance and accounting, one of the sometimes-forgotten administrative operations- and one of the most critical to the success of any business, non-profit organization, or government;

WHEREAS, we appreciate the insight and knowledge of more than 50 professionals from the accounting and finance functions within Fairfield County;

WHEREAS, November 10 marks the anniversary of a 1494 publication by Fra Luca Bartolomeo de Pacioli (sometimes Paciolo), an Italian mathematician, educator, and Franciscan friar (and close friend of Leonardo da Vinci); *Luca Pacioli* published the earliest compendia of mathematical knowledge to be reproduced on a printing press; he popularized the system of double accounting for keeping financial records and is often known as the father of modern accounting;

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

November 10th – Accounting Appreciation Day

We call upon everyone in Fairfield County to observe this day to increase recognition, respect, and support for accounting and finance professionals. We also know that there will be celebrations at the Making Numbers Count seminar in October and throughout the month leading up to November 10th.

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 24th Day of September in the Year of Our Lord, Two Thousand Twenty-Four.



David L. Levacy
Commissioner



Jeffrey M. Fix
Commissioner



Steven A. Davis
Commissioner

Accounting Appreciation Day

November 10th is Accounting Appreciation Day – or International Accounting Day! The exact date was chosen in honor of Luca Pacioli, considered the father of modern accounting, who published the first book containing double-entry bookkeeping on Nov. 10, 1494. So, how can we celebrate this day and show appreciation for the accountants or finance professionals in our lives? Here are some examples:

1. Sharing is caring. Get on Facebook, LinkedIn, Twitter, Instagram, or whatever social platform you prefer and get the word out by sharing accounting facts with your friends, family and professional network. Use #internationalaccountingday #AccountingDay or #internationalaccountantsday or #accountingappreciation.

2. Words of affirmation. Sometimes, taking the time to write a personalized note of appreciation can go a long way. Showing your support with a personalized message means a lot. Not a fan of social media? *A signed card, either by you or the entire office, is another great way to show acknowledgement and recognition.*

3. Fulfill an item on an accounting professional's wish list! Every organization has a wish list, some containing items from departments and some from individuals whose jobs are impacted by these items. *New equipment and software upgrades are usually on that list.* Consider if there is a way to fulfill requests for equipment or software that can help improve operations.

4. Give the gift of learning. Because regulations, laws, and standards are constantly changing, continued learning is a key component to maintaining professionalism. *Providing access to additional training, professional development, or CPE courses is another great way to show appreciation for all the effort that goes into the profession.*

5. Mentor a young professional. Mentorship is something that requires strong commitment from both parties, and it takes a lot of effort. The end results, however, are more than worth it. The lessons, connections, and opportunities that mentors provide are invaluable. *November 10th is a perfect opportunity to consider and plan for accounting and finance mentorship in the coming year.*

Signature Page

Resolution No. 2024-09.24.a

A Resolution Authorizing the Approval of a Proclamation

(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 an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for a subgrant to provide assistance to Woda Cooper Companies, Inc. for new construction of a forty-unit multifamily low-income housing project as a response to the COVID-19 public health emergency and its negative economic effects.

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, the American Rescue Plan fiscal recovery funds are permitted to be used to respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

WHEREAS, there have been multiple reports about the need for organizations to have support to address impacts from the COVID-19 pandemic;

WHEREAS, the commissioners approved Resolution 2023-09.19.d supporting Woda Cooper Companies, Inc in the construction of two new structures located on vacant land adjacent to 199 Sells Road in Lancaster, Ohio which will house up to forty new residential units; and

WHEREAS, the expected Project will enhance the community's ability to address the growing need for housing for low income individuals and families; and

WHEREAS, Fairfield County will make available up to \$700,000.00 in ARPA funds for this project with a term of 30 years at a fixed rate of 2% per annum so long as the tax credit application submitted by Woda Cooper Companies is approved by the Ohio Housing Finance Agency.

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for a subgrant to provide assistance to Woda Cooper Companies, Inc. for new construction of a forty-unit multifamily low-income housing project as a response to the COVID-19 public health emergency and its negative economic effects.

WHEREAS, the project number R210h has been assigned to this project.

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

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds **for a subgrant to provide emergency assistance for Woda Cooper Companies, to address the growing housing need for housing for individual and families as a response to the COVID-19 public health emergency and the resulting negative economic effects.**

Section 2. The Board of County Commissioners requests the County Auditor approve appropriations for fund #2876, as follows in major categories of expenditures:

\$ 700,000 Contract Services for 12287600

Section 3. The Deputy County Administrator will develop documentation, monitoring, oversight, and reporting procedures for the subgrant payment to ADAMH.

Section 4. The Board of County Commissioners authorizes County Administrator to sign the subgrant agreement for \$700,000.00 as an administrative approval once the encumbrance is available.

For County Auditor Use Only:

Update the following appropriations:

\$700,000 12287600 530100 R210h pass-through

Signature Page

Resolution No. 2024-09.24.b

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for a subgrant to provide assistance to Woda Cooper Companies, Inc. for new construction of a forty-unit multifamily low-income housing project as a response to the COVID-19 public health emergency and its negative economic effects.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 2876, American Rescue Plan

WHEREAS, certain circumstances have occurred with the certification; and

WHEREAS, the CY2024 appropriations require a reduction of \$49,464.49 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 \$49,464.49:

12287600, Capital Outlay, <\$49,464.49>

Prepared by: Bart Hampson

cc:

For County Auditor Use Only:

Section 1. Reduce the following appropriations:

\$48,269.49 12287600 573725 R52a Capital Outlay
\$ 1,195.00 12287600 573700 R511b Capital Outlay

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Resolution No. 2024-09.24.c

A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 2876, American Rescue Plan

(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 an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Radios

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

WHEREAS, uses of the fiscal recovery fund can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or
- Make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Fairfield County Commissioners through resolution on January 25, 2022 authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Radios

WHEREAS, the proposed project for the Fairfield County replacement radios. The use of the standard allowance for this project is a direct provision of government services.

WHEREAS, project number R61t has been assigned to this project;

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

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds as a response to the Coronavirus public health emergency and as part of the provision of government services for the purchase radios is consistent with the allowable use noted in the recitals above and in the U.S. Department of Treasury guidance.

Section 2. The Board of County Commissioners authorizes the County Administrator to sign the contract for the purchase of the radios.

Section 3. The Board of County Commissioners requests the County Auditor approve appropriations from unappropriated funds for fund #2876, as follows in the major category of expenditures of Capital Outlay:

12287600 Capital Outlay \$61,537.50

For County Auditor Use Only:

Section 3. Update the following appropriations:

\$ 61,537.50 12287600 574000 R61t Equipment, Software, & Fixtures

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Resolution No. 2024-09.24.d

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Radios

(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 an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and memo receipt and expense for the County ARP fiscal recovery fund, #2876, for transportation.

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

WHEREAS, uses of the fiscal recovery fund can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or
- Make necessary investments in water, sewer, or broadband infrastructure.

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and memo receipt and expense for the County ARP fiscal recovery fund, #2876, for transportation.

WHEREAS, the Fairfield County Commissioners through resolution on January 25, 2022, authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

WHEREAS, the Fairfield County Commissioners have made increasing availability of transportation options for purposes of employment and economic development a strategic goal; and

WHEREAS, the Fairfield County Commissioners have transitioned the transit department from the City of Lancaster and wish to expand services to address the needs of the entire county and provide service offerings to improve access to employment, healthcare, and essential services; and

WHEREAS, project number R61u has been assigned to the transportation project.

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

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds as a response to the Coronavirus public health emergency and as part of the provision of government services for transportation with the allowable use noted in the recitals above and in the U.S. Department of Treasury guidance.

Section 2. The Board of County Commissioners requests the County Auditor approve appropriations from unappropriated funds for fund #2876, as follows in the major category of expenditures of Contractual Services:

12287600 Contractual Services	\$243,000.00
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A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and memo receipt and expense for the County ARP fiscal recovery fund, #2876, for transportation.

Section 3: That the Fairfield County Auditor reflect the following memo receipt for the Public Transit fund:

\$ 243,000.00 12290800 434000 Charges and Services

This amount represents the reimbursement for salaries up to \$243,000.00; see attached documentation.

Section 4: That the Fairfield County Board of Commissioners approves the following expenditure for the monies expensed in the Transportation department for contractual services.

Account: Transportation 12287600 530000 R61u Contract Services
Amount: \$ 243,000.00

For County Auditor Use Only:

Section 2. Update the following appropriations:

\$243,000.00 12287600 530000 R61u Contract Services

18835	12290800	511012	1262	ED20	07/26/2024	421	8.00	152.64	
18839	12290800	511012	1262	EDPT	07/26/2024	421	5.50	97.35	
18857	12290800	511012	1262	ED20	07/26/2024	421	8.00	152.64	
18838	12290800	511012	1262	ED20	07/26/2024	421	8.00	145.12	
18858	12290800	511012	1262	ED20	07/26/2024	421	8.00	152.64	
18824	12290800	511012	1262	EDPT	07/26/2024	421	5.00	86.35	
18810	12290800	511012	1262	EDPT	07/26/2024	421	4.50	79.65	
18847	12290800	511012	1262	ED20	07/26/2024	421	8.00	145.12	
18848	12290800	511012	1262	EDPT	07/26/2024	421	7.50	136.05	
18825	12290800	511012	1262	ED20	07/26/2024	421	8.00	152.64	
526	12290800	511012	1262	ED20	07/26/2024	421	8.00	152.64	
18819	12290800	511010	1262	ED20	07/26/2024	421	8.00	152.80	
18855	12290800	511012	1262	EDPT	07/26/2024	421	5.50	94.99	
18854	12290800	511012	1262	EDPT	07/26/2024	421	7.50	132.75	
18851	12290800	511012	1262	EDPT	07/26/2024	421	9.25	163.73	
18830	12290800	511012	1262	ED20	07/26/2024	421	8.00	152.64	
18853	12290800	511012	1262	EDPT	07/26/2024	421	5.00	88.50	
18863	12290800	511012	1262	EDPT	07/26/2024	421	5.00	88.50	
1794	12290800	511012	1262	EDPT	07/26/2024	421	5.50	97.35	
18842	12290800	511012	1262	ED20	07/26/2024	421	8.00	141.60	
18818	12290800	511012	1261	ED20	07/26/2024	421	8.00	170.40	
18852	12290800	511012	1262	EDPT	07/26/2024	421	5.50	94.99	
18821	12290800	511012	1262	EDPT	07/26/2024	421	5.00	95.40	
18823	12290800	511012	1262	EDPT	07/26/2024	421	5.00	95.40	
18861	12290800	511012	1262	EDPT	07/26/2024	421	4.50	79.65	
18822	12290800	511012	1262	EDPT	07/26/2024	421	5.00	95.40	
18841	12290800	511012	1262	EDPT	07/26/2024	421	7.50	136.05	
18858	12290800	511012	1262	ED20	07/26/2024	313	8.00	152.64	
18847	12290800	511012	1262	ED20	07/26/2024	313	8.00	145.12	
18848	12290800	511012	1262	EDPT	07/26/2024	313	21.00	380.94	
18830	12290800	511012	1262	ED20	07/26/2024	313	1.50	28.62	
18861	12290800	511012	1262	EDPT	07/26/2024	313	4.00	70.80	
18861	12290800	511012	1262	EDPT	07/26/2024	313	5.00	88.50	
18860	12290800	511012	1262	EDPT	07/26/2024	421	5.50	97.35	
18810	12290800	511012	1262	EDPT	07/26/2024	346	10.00	177.00	
18835	12290800	511012	1262	ED20	07/26/2024	362	40.00	763.20	
18838	12290800	511012	1262	ED20	07/26/2024	362	8.00	145.12	
18835	12290800	511012	1262	ED20	07/26/2024	361	0.50	9.54	
18858	12290800	511012	1262	ED20	07/26/2024	361	1.25	23.85	
18818	12290800	511012	1261	ED20	07/26/2024	361	4.00	85.20	
18866	12290800	511012	1262	EDPT	07/26/2024	890	9.50	19.00	
18859	12290800	511012	1262	EDPT	07/26/2024	890	7.75	15.50	
18835	12290800	511012	1262	ED20	07/26/2024	155	31.50	601.02	
18857	12290800	511012	1262	ED20	07/26/2024	155	71.50	1,364.22	
18838	12290800	511012	1262	ED20	07/26/2024	155	64.00	1,160.96	
18858	12290800	511012	1262	ED20	07/26/2024	155	62.75	1,197.27	
18847	12290800	511012	1262	ED20	07/26/2024	155	64.00	1,160.96	
18839	12290800	511012	1262	EDPT	07/26/2024	115	33.00	584.10	
18866	12290800	511012	1262	EDPT	07/26/2024	115	9.50	172.33	
18824	12290800	511012	1262	EDPT	07/26/2024	115	58.25	1,005.98	
18810	12290800	511012	1262	EDPT	07/26/2024	115	31.00	548.70	
18848	12290800	511012	1262	EDPT	07/26/2024	115	15.75	285.71	
18859	12290800	511012	1262	EDPT	07/26/2024	115	41.25	730.13	
18856	12290800	511012	1262	EDPT	07/26/2024	115	37.50	663.75	
18845	12290800	511012	1262	EDPT	07/26/2024	115	5.50	94.99	
18855	12290800	511012	1262	EDPT	07/26/2024	115	49.25	850.55	
18854	12290800	511012	1262	EDPT	07/26/2024	115	45.50	805.35	
18851	12290800	511012	1262	EDPT	07/26/2024	115	68.75	1,216.88	
18853	12290800	511012	1262	EDPT	07/26/2024	115	31.00	548.70	
18863	12290800	511012	1262	EDPT	07/26/2024	115	56.50	1,000.05	
1794	12290800	511012	1262	EDPT	07/26/2024	115	59.00	1,044.30	
18852	12290800	511012	1262	EDPT	07/26/2024	115	53.25	919.63	
18821	12290800	511012	1262	EDPT	07/26/2024	115	43.50	829.98	
18823	12290800	511012	1262	EDPT	07/26/2024	115	46.00	877.68	
18861	12290800	511012	1262	EDPT	07/26/2024	115	27.25	482.33	
18822	12290800	511012	1262	EDPT	07/26/2024	115	60.00	1,144.80	
18841	12290800	511012	1262	EDPT	07/26/2024	115	39.25	712.00	
18860	12290800	511012	1262	EDPT	07/26/2024	115	49.50	876.15	
18825	12290800	511012	1262	ED20	07/26/2024	155	72.00	1,373.76	
526	12290800	511012	1262	ED20	07/26/2024	155	72.00	1,373.76	
18830	12290800	511012	1262	ED20	07/26/2024	155	70.50	1,345.14	
18842	12290800	511012	1262	ED20	07/26/2024	155	72.00	1,274.40	
18818	12290800	511012	1261	ED20	07/26/2024	155	68.00	1,448.40	
18811	12290800	511011	1261	ED20	07/26/2024	421	8.00	192.56	
18811	12290800	511011	1261	ED20	07/26/2024	361	8.00	192.56	
18811	12290800	511011	1261	ED20	07/26/2024	155	64.00	1,540.48	
18826	12290800	511010	1261	ED20	07/26/2024	421	8.00	231.76	
18826	12290800	511010	1261	ED20	07/26/2024	362	2.00	57.94	
18826	12290800	511010	1261	ED20	07/26/2024	361	8.00	231.76	
18826	12290800	511010	1261	ED20	07/26/2024	155	62.00	1,796.14	
18820	12290800	511010	1262	ED20	07/26/2024	421	8.00	160.48	
18834	12290800	511010	1262	ED20	07/26/2024	421	8.00	156.56	
18820	12290800	511010	1262	ED20	07/26/2024	362	8.00	160.48	
18834	12290800	511010	1262	ED20	07/26/2024	362	8.00	156.56	
18834	12290800	511010	1262	ED20	07/26/2024	362	8.00	156.56	
18834	12290800	511010	1262	ED20	07/26/2024	362	8.00	156.56	
18820	12290800	511010	1262	ED20	07/26/2024	361	2.75	55.17	
18820	12290800	511010	1262	ED20	07/26/2024	890	5.75	11.50	
18819	12290800	511010	1262	ED20	07/26/2024	155	72.00	1,375.20	
18820	12290800	511010	1262	ED20	07/26/2024	155	61.25	1,228.68	
18834	12290800	511010	1262	ED20	07/26/2024	155	48.00	939.36	
18842	12290800	513000	1262	ED20	07/26/2024	205	0.25	6.64	
18819	12290800	513000	1262	ED20	07/26/2024	200	1.75	33.43	
18819	12290800	513000	1262	ED20	07/26/2024	205	0.50	14.33	
18857	12290800	513000	1262	ED20	07/26/2024	200	0.50	9.54	
18737	12290801	511010	PT000	1260	ED15	07/26/2024	400	8.00	334.64
18807	12290800	511011	PT000	1263	ED15	07/26/2024	400	8.00	290.32
18809	12290800	511011	PT000	1261	ED15	07/26/2024	400	8.00	231.04
18737	12290801	511010	PT000	1260	ED15	07/26/2024	110	72.00	3,011.76
18807	12290800	511011	PT000	1263	ED15	07/26/2024	110	72.00	2,612.88
18809	12290800	511011	PT000	1261	ED15	07/26/2024	110	72.00	2,079.36

50,653.60

18811	12290801	511010	PT000	1261	ED20	08/09/2024	155	66.00	1,588.62
18811	12290801	511010	PT000	1261	ED20	08/09/2024	313	6.00	144.42
18811	12290801	511010	PT000	1261	ED20	08/09/2024	314	8.00	192.56
18835	12290811	511010	PT000	1262	ED20	08/09/2024	331	1.25	0.00
18834	12290814	511010	PT000	1262	ED20	08/09/2024	331	1.75	0.00
18838	12290811	511010	PT000	1262	ED20	08/09/2024	331	0.75	0.00
18862	12290811	511010	PT000	1262	EDPT	08/09/2024	115	8.75	154.88
18839	12290811	511010	PT000	1262	EDPT	08/09/2024	115	55.25	977.93
18849	12290811	511010	PT000	1262	EDPT	08/09/2024	115	2.25	39.83
18824	12290811	511010	PT000	1262	EDPT	08/09/2024	115	61.50	1,062.11
18810	12290811	511010	PT000	1262	EDPT	08/09/2024	115	39.25	694.73
18859	12290811	511010	PT000	1262	EDPT	08/09/2024	115	43.25	765.53
18856	12290811	511010	PT000	1262	EDPT	08/09/2024	115	44.25	783.23
18845	12290811	511010	PT000	1262	EDPT	08/09/2024	115	14.00	241.78
18855	12290811	511010	PT000	1262	EDPT	08/09/2024	115	67.25	1,161.41
18854	12290811	511010	PT000	1262	EDPT	08/09/2024	115	61.00	1,079.70
18851	12290811	511010	PT000	1262	EDPT	08/09/2024	115	59.75	1,057.58
18853	12290811	511010	PT000	1262	EDPT	08/09/2024	115	27.25	482.33
18863	12290811	511010	PT000	1262	EDPT	08/09/2024	115	62.25	1,101.83
1794	12290811	511010	PT000	1262	EDPT	08/09/2024	115	62.00	1,097.40
18852	12290811	511010	PT000	1262	EDPT	08/09/2024	115	66.50	1,148.46
18821	12290811	511010	PT000	1262	EDPT	08/09/2024	115	44.75	853.83
18823	12290811	511010	PT000	1262	EDPT	08/09/2024	115	22.25	424.53
18861	12290811	511010	PT000	1262	EDPT	08/09/2024	115	39.75	703.58
18822	12290811	511010	PT000	1262	EDPT	08/09/2024	115	42.00	801.36
18841	12290811	511010	PT000	1262	EDPT	08/09/2024	115	45.75	829.91
18860	12290811	511010	PT000	1262	EDPT	08/09/2024	115	57.00	1,008.90
18835	12290811	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,526.40
18857	12290811	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,526.40
18838	12290811	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,451.20
18858	12290811	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,526.40
18847	12290811	511010	PT000	1262	ED20	08/09/2024	155	79.50	1,442.13
18825	12290811	511010	PT000	1262	ED20	08/09/2024	155	72.00	1,373.76
526	12290811	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,526.40
18830	12290811	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,526.40
18842	12290811	511010	PT000	1262	ED20	08/09/2024	155	48.00	849.60
18818	12290811	511010	PT000	1261	ED20	08/09/2024	155	64.00	1,363.20
18862	12290811	511010	PT000	1262	EDPT	08/09/2024	890	8.75	17.50
18859	12290811	511010	PT000	1262	EDPT	08/09/2024	890	9.00	18.00
18855	12290811	511010	PT000	1262	EDPT	08/09/2024	890	7.50	15.00
18863	12290811	511010	PT000	1262	EDPT	08/09/2024	890	6.25	12.50
1794	12290811	511010	PT000	1262	EDPT	08/09/2024	890	7.50	15.00
18818	12290811	511010	PT000	1261	ED20	08/09/2024	890	5.00	10.00
18822	12290811	511010	PT000	1262	EDPT	08/09/2024	890	9.25	18.50
18857	12290811	511010	PT000	1262	ED20	08/09/2024	205	0.75	21.47
18819	12290814	511010	PT000	1261	ED20	08/09/2024	205	0.25	7.16
18858	12290811	511010	PT000	1262	ED20	08/09/2024	205	0.25	7.16
18847	12290811	511010	PT000	1262	ED20	08/09/2024	361	0.50	9.07
18842	12290811	511010	PT000	1262	ED20	08/09/2024	361	8.00	141.60
18848	12290811	511010	PT000	1262	EDPT	08/09/2024	313	22.50	408.15
18848	12290811	511010	PT000	1262	EDPT	08/09/2024	313	22.50	408.15
18825	12290811	511010	PT000	1262	ED20	08/09/2024	313	8.00	152.64
18863	12290811	511010	PT000	1262	EDPT	08/09/2024	313	5.00	88.50
18842	12290811	511010	PT000	1262	ED20	08/09/2024	313	13.80	244.26
18818	12290811	511010	PT000	1261	ED20	08/09/2024	313	16.00	340.80
18823	12290811	511010	PT000	1262	EDPT	08/09/2024	314	25.00	477.00
18822	12290811	511010	PT000	1262	EDPT	08/09/2024	314	15.00	286.20
18866	12290811	514010	PT000	1262	EDPT	08/09/2024	900	30.75	557.81
18826	12290812	511010	PT100	1261	ED20	08/09/2024	331	0.75	0.00
18826	12290812	511010	PT100	1261	ED20	08/09/2024	155	73.25	2,122.05
18826	12290812	511010	PT100	1261	ED20	08/09/2024	313	6.75	195.55
18737	12290813	511010	PT000	1260	ED15	08/09/2024	110	80.00	3,346.40
18807	12290813	511010	PT000	1263	ED15	08/09/2024	110	64.00	2,322.56
18809	12290813	511010	PT000	1261	ED15	08/09/2024	110	80.00	2,310.40
18807	12290813	511010	PT000	1263	ED15	08/09/2024	305	16.00	580.64
18819	12290814	511010	PT000	1261	ED20	08/09/2024	890	9.75	19.50
18834	12290814	511010	PT000	1262	ED20	08/09/2024	890	9.50	19.00
18819	12290814	511010	PT000	1261	ED20	08/09/2024	155	49.75	950.23
18820	12290814	511010	PT000	1262	ED20	08/09/2024	155	72.00	1,444.32
18834	12290814	511010	PT000	1262	ED20	08/09/2024	155	80.00	1,565.60
18819	12290814	511010	PT000	1261	ED20	08/09/2024	314	30.25	577.78
18820	12290814	511010	PT000	1262	ED20	08/09/2024	314	8.00	160.48

51,379.31

Signature Page

Resolution No. 2024-09.24.e

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds and memo receipt and expense for the County ARP fiscal recovery fund, #2876, for Transit.

(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 memo transactions for interest allocations for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

WHEREAS, the Treasurer’s Office has balanced interest on all funds for the month of August 2024; and

WHEREAS, August 2024 interest allocations have a negative impact due to the Investment Advisory Board doing a bond swap; and

WHEREAS, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, Fairfield County Parks Fund# 7308, & Port Authority Fund # 7865 will be debited for this month by memo transactions.

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

These amounts represent monies that need debited to the WIC grant, Bioterrorism grant funds, Fairfield County Parks fund, & Port Authority Fund for interest debited to the General Fund as denoted above.

Section 1: That the Fairfield County Board of Commissioners approves the following **credit** to the expenditure and requests that the Fairfield County Auditor accomplish the transaction.

Memo expenditure as referenced in supporting documentation:
Account: 12100110 590000 Other Expenses
Amount: <\$ 8.56>

Section 2: That the Fairfield County Auditor reflect the following memo Receipts by **debiting** the following accounts:

72730800 436100	Parks Interest Income	\$ (2.33)
71701247 436100	WIC Interest Income	\$ (2.62)
71732153 436100	Bioterrorism Interest Income	\$ (3.60)
81786520 436100	Port Authority Interest Income	\$ (0.01)
	Total - Agency Funds	\$ (8.56)

2024-09.24.f

**A resolution to memo transactions for interest allocations for
Fairfield Department of Health, Fairfield County Parks, & Fairfield
County Port Authority – Fund #7012, #7321, #7308, & #7865.**

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

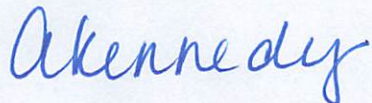
September 16, 2024

RE: negative interest income August 2024

Staci Knisley,

Due to a bond swap that was authorized through the Investment Advisory Board, we have negative interest income for the month of August totaling \$-6,503.97.

Thank you,



Amy Kennedy, Banking/Investment Specialist
Fairfield County Treasurer's Office

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740)652-7140

September 13, 2024

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

Dear Staci,

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

AUG 24

2591 CDBG Rehab Mortgage Refunds	-\$1.25
2675 CDBG Project Income	-\$0.06
7113 Prepayment Fund	-\$0.44
2716 RLF/CDBG Fund	-\$1.82
2717 RLF/D Fund	-\$10.12
7308 Fairfield County Historical Parks	-\$2.33
7012 WIC Grant	-\$2.62
7321 Bioterrorism Grant	-\$3.60
5376 Self Fund Health Care	-\$111.11
7865 Fairfield Port Authority (Econ Dev)	-\$0.01
Total	-\$133.36

Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

AUG 24

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$59,646.64
End of Month Balance:	60,106.59
Average of Beginning and Ending Balance(A):	\$59,876.62
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.00019243
Amount to be Allocated to Fund:	-\$1.25

AUG 24

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,958.05
End of Month Balance:	\$2,980.86
Average of Beginning and Ending Balance(A):	\$2,969.46
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	9.54316E-06
Amount to be Allocated to Fund:	-\$0.06

AUG 24

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$18,176.75
End of Month Balance:	\$24,246.51
Average of Beginning and Ending Balance(A):	\$21,211.63
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	6.81694E-05
Amount to be Allocated to Fund:	-\$0.44

AUG 24

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$86,708.71
End of Month Balance:	\$87,341.38
Average of Beginning and Ending Balance(A):	\$87,025.05
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000279679
Amount to be Allocated to Fund:	-\$1.82

AUG 24

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$479,327.79
End of Month Balance:	\$489,186.03
Average of Beginning and Ending Balance(A):	\$484,256.91
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.001556292
Amount to be Allocated to Fund:	-\$10.12

AUG 24

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$115,151.26
End of Month Balance:	\$107,654.10
Average of Beginning and Ending Balance(A):	\$111,402.68
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000358023
Amount to be Allocated to Fund:	-\$2.33

AUG 24

WIC

Fund Number:	7012
Beginning Balance:	\$98,331.10
End of Month Balance:	152,811.60
Average of Beginning and Ending Balance(A):	\$125,571.35
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000403558
Amount to be Allocated to Fund:	-\$2.62

AUG 24

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$156,026.48
End of Month Balance:	188,173.72
Average of Beginning and Ending Balance(A):	\$172,100.10
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000553091
Amount to be Allocated to Fund:	-\$3.60

AUG 24

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,431,539.08
End of Month Balance:	5,200,072.84
Average of Beginning and Ending Balance(A):	\$5,315,805.96
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.017083796
Amount to be Allocated to Fund:	-\$111.11

AUG 24

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$274.27
End of Month Balance:	\$275.81
Average of Beginning and Ending Balance(A):	\$275.04
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	8.83916E-07
Amount to be Allocated to Fund:	-\$0.01

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

September 13, 2024

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

Dear Staci,

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

Respectfully,

James N Bahnsen
Fairfield County Treasurer

ABK
Enclosures

Aug-24

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
-0.25	5461	Liberty Township Sewer	12546134	436100
-5.81	5469	BR - Sewer VP Utility 99	12546933	436100
-1.84	5533	Liberty Township Sewer Project	12553333	436100
-8.65	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
-0.03	5555	BR - Sewer consolidation Bond 03	12555533	436100
-5.80	5470	BR - Water VP Utility 99	12547026	436100
-5.18	5534	Tussing Rd. WTF Improvement	12553426	436100
-1.18	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry -\$28.74

AUG 24

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,042.92
End of Month Balance:	12,135.79
Average of Beginning and Ending Balance(A):	\$12,089.36
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	3.88524E-05
Amount to be Allocated to Fund:	-\$0.25

AUG 24

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$275,720.35
End of Month Balance:	280,498.61
Average of Beginning and Ending Balance(A):	\$278,109.48

All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77

Total Investment Income for the Month: -\$6,503.97

(A) as a percent of (B): 0.000893781

Amount to be Allocated to Fund: -\$5.81

AUG 24

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$87,678.64
End of Month Balance:	88,357.25
Average of Beginning and Ending Balance(A):	\$88,017.95
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.00028287
Amount to be Allocated to Fund:	-\$1.84

AUG 24

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$412,210.26
End of Month Balance:	415,400.94
Average of Beginning and Ending Balance(A):	\$413,805.60
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.001329877
Amount to be Allocated to Fund:	-\$8.65

AUG 24

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,357.54
End of Month Balance:	1,368.01
Average of Beginning and Ending Balance(A):	\$1,362.78

All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77

Total Investment Income for the Month:	-\$6,503.97
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(A) as a percent of (B):	4.37965E-06
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Amount to be Allocated to Fund:	-\$0.03
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AUG 24

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$276,212.60
End of Month Balance:	278,351.41
Average of Beginning and Ending Balance(A):	\$277,282.01
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000891122
Amount to be Allocated to Fund:	-\$5.80

AUG 24

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$266,944.87
End of Month Balance:	228,743.43
Average of Beginning and Ending Balance(A):	\$247,844.15
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000796515
Amount to be Allocated to Fund:	-\$5.18

AUG 24

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$54,234.90
End of Month Balance:	59,113.42
Average of Beginning and Ending Balance(A):	\$56,674.16
All County Funds Beginning Balance:	335,823,693.16
All County Funds Ending Balance:	286,497,704.37
Average of Beginning and Ending Balance, All County Funds(B):	\$311,160,698.77
Total Investment Income for the Month:	-\$6,503.97
(A) as a percent of (B):	0.000182138
Amount to be Allocated to Fund:	-\$1.18

DAILY STATEMENT OF COUNTY TREASURER

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

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 06/07/05 ABP

		TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: August 29, 2024		194,005.90	287,058,628.83	287,252,634.73
Pay-Ins		148,874.63		148,874.63
Vendor's Licenses	LICVEN	0.00		0.00
Manuf. Home (MH-OH)	7116	0.00		0.00
Manuf Home (MH-EQ)	7504	0.00		0.00
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	13,251.21		13,251.21
Escrow Prepayment	7113	0.00		0.00
Undivided Estate Tax	7115	0.00		0.00
Prepay Overage	7787	5,147.39		5,147.39
		0.00		0.00
Tax Refund	7109RF	0.00		0.00
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	0.00		0.00
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total	167,273.23			
Investments:	Total from Chart 2 b	2,034,654.83		2,034,654.83
Misc.	Total from Chart 2 a	4,746.00		4,746.00
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	660,333.12		660,333.12
				0.00
				0.00
Checks from Depository (schedule E)		261,870.47		261,870.47
Deposited with:				
Banks (schedule D)			190,279.24	190,279.24
ACH & Wire Total (schedule B)			2,172,457.93	2,172,457.93
Investment:	Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)		3,128,877.65	2,362,737.17	5,491,614.82
TOTALS INCLUDING BALANCE		3,322,883.55	289,421,366.00	292,744,249.55
Disbursement:				
*	Wire & ACH Debits (schedule F)	660,333.12		660,333.12
				0.00
General Warrants (Fairfield Nat'l Bank)		261,870.47		261,870.47
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		2,362,737.17		2,362,737.17
Checked from Depository				
Banks (Schedule E)			261,870.47	261,870.47
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		2,034,654.83	2,034,654.83
*	Total from Chart 2 a		4,746.00	4,746.00
Wires & ACH Debits (schedule F)			660,333.12	660,333.12
TOTAL		3,284,940.76	2,961,604.42	6,246,545.18
Balance at Close of Business Above Date		37,942.79	286,459,761.58	286,497,704.37

TREASURY	37,942.79
LEDGER	5,665,855.30
ICS	0.00
INVESTMENTS	280,793,906.28
sub total	286,497,704.37
FORM 6	286,497,704.37
	0.00
Drawer	718.52
Safe	7,261.00
PNP	1,103.78
Checks	28,859.49
Total Treasury	37,942.79

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

To the County Auditor:

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

30TH day of AUGUST

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

James N. Bahannon
Jennifer E. Boring

County Treasurer

Fiscal Specialist

Interest Report Fairfield County August 2024

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
August 7, 2024	\$221,706.13	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 7, 2024	\$40,000.42	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 8, 2024	\$34,295.86	GENERAL	10 436100	DEPINVINT SWEEP
August 8, 2024	\$209.08	GENERAL	10 436100	DEPINVINT SWEEP
August 14, 2024	\$78.99	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 14, 2024	\$122,860.43	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 14, 2024	\$105,783.33	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 14, 2024	(\$189,855.56)	GENERAL	10 436100	DEPINVSOLD INV 7-21 LOSS 189,855.56
August 14, 2024	(\$98,916.67)	GENERAL	10 436100	DEPINVSOLD INV 6-21 LOSS 98,916.67
August 14, 2024	(\$98,255.56)	GENERAL	10 436100	DEPINVSOLD INV 9-21 LOSS 98,255.56
August 20, 2024	\$85,687.50	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 20, 2024	\$60,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 20, 2024	\$16,250.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 20, 2024	(\$107,100.00)	GENERAL	10 436100	DEPINVSOLD INV 33-21 LOSS 107,100.00
August 20, 2024	(\$120,500.00)	GENERAL	10 436100	DEPINVSOLD INV 32-21 LOSS 120,500.00
August 20, 2024	(\$147,940.00)	GENERAL	10 436100	DEPINVSOLD INV 35-21 LOSS 147,940.00
August 20, 2024	(\$101,400.00)	GENERAL	10 436100	DEPINVSOLD INV 38-21 LOSS 101,400.00
August 20, 2024	\$984.36	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 23, 2024	\$984.36	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 28, 2024	\$12,050.36	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 28, 2024	\$37,126.89	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 28, 2024	\$1,979.08	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
August 29, 2024	\$117,467.03	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
	SUM:			
	(\$6,503.97)			

Signature Page

Resolution No. 2024-09.24.f

A resolution to memo transactions for interest allocations for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2024 Allocation.

WHEREAS, the Board of Commissioners approved the 2024 Allocations for JFS to be disbursed in quarterly payments,

WHEREAS, it is necessary to transfer the cash to meet obligations.

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

Section 1. That the transfer of funds in the amount of \$97,069.50 hereby authorized as follows:

From: 12100149 700004 GRF mandated share Public Assist. transfers Out
To: 12201807 439100 Public Assistance Fund transfers in

Section 2. That the transfer of funds in the amount of \$442,549.50 hereby authorized as follows:

From: 12100149 700003 transfers out, CPS
To: 12207207 439100 Children Services Transfers in

Section 3. That the transfer of funds in the amount of \$58,233.75 hereby authorized as follows:

From: 12100149 700005 CSEA transfers out
To: 12201507 439100 CSEA transfers in

Prepared by: Staci Knisley
cc: Job & Family Services

Signature Page

Resolution No. 2024-09.24.g

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2024 Allocation.

(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 an EMA fund to fund transfer and appropriate from unappropriated. [EMA]

WHEREAS, additional appropriations are needed in the major expenditure object category for 2090, Emergency Management Grant; and

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

WHEREAS, funds are needed to match grant funds for the Emergency Management Performance Grant Fund; and

WHEREAS, it is necessary to transfer the cash to meet obligations.

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:

\$1,133.00 12209035 Transfers

Section 2. That the transfer of funds in the amount of \$30,000.00 is hereby authorized as follows:

From: 12209035 700000 Transfers Out
To: 12270724 439100 Transfers In

Section 2. That the transfer of funds in the amount of \$41,800.00 is hereby authorized as follows:

From: 12209035 700000 Transfers Out
To: 12270723 439100 Transfers In

Prepared by: Christy Noland
cc: EMA

A resolution authorizing an EMA fund to fund transfer and appropriate from unappropriated. [EMA]

Auditor Only

Section 1.

\$1,133.00 12209035 700000 Transfers

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2024-09.24.h

A resolution authorizing an EMA fund to fund transfer and appropriate from unappropriated.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed services [EMA]

WHEREAS, the Fairfield County Local Emergency Planning Committee (LEPC) is paid annually to oversee the hazardous material facilities in Fairfield County from Facility Fees collected by the Ohio EPA, and

WHEREAS, the Local Emergency Planning Committee (LEPC) has made an agreement with the Fairfield County EMA to handle the administrative duties for the committee, and

WHEREAS, this expenditure is to pay services for the SFY25 grant award, and

WHEREAS, the Fairfield County LEPC needs to pay the EMA for services rendered,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Fairfield, State of Ohio:

SECTION 1: The Fairfield County Auditor reflect the following memo receipt:
12209035 434000 Charges for Services \$15,000.00

SECTION 2: The Fairfield County Board of Commissioners approve the following expenditure of costs and request the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, paying the EMA 2090 Fund for services rendered.

Memo Expenditure as referenced in supporting documentation:

Vendor #: 8283 - EMA
Account: 12209100 530000 – Payment to EMA for Services
Amount: \$15,000.00 Administrative Duties for the LEPC

Prepared by: Christy Noland
cc: EMA



FAIRFIELD COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

**Administered by the Fairfield County
Office of Emergency Management and Homeland Security**

Director: Jon Kochis

County Commissioners

Steve Davis

Jeff Fix

David Levacy

Chairman

Chief Kasey Farmer

(740) 654-4357 office

(740) 652-1520 fax

Vice Chairman

Chief Alex Lape

(740)654-4357 office

(740)652-1520 fax

CONTRACTED SERVICES AGREEMENT

November 1, 2023 – November 1, 2025

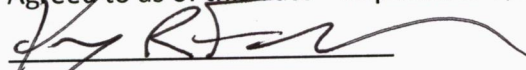
In accordance with the provisions of Ohio Revised Code 3750.03(E)(4) which states that an LEPC may enter into an agreement with a county-wide emergency management agency the following agreement is hereby rendered.

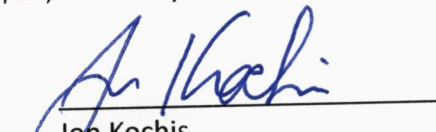
The Fairfield County Local Emergency Planning Committee (LEPC) has contracted the Fairfield County Office of Emergency Management and Homeland Security to provide services to the LEPC to include, but not limited to, the following:

- Maintaining the Committee’s files of information and for receiving and fulfilling requests from the public for information.
- Development and implementation of the County’s Chemical Emergency Response and Preparedness Plan and for receiving verbal and follow-up written notices of releases of hazardous substances and extremely hazardous substances.
- Establish a Compliance Program, coordination of facility inspections, completing the annual Compliance Program Report to the State Emergency Response Commission.
- Coordination and organization of the LEPC Exercise Program and annual exercises.
- Submission of Grant Requests for the SERC and HMEP grants and others if available.
- Prepare for and assist with LEPC meetings, conferences, training, and other functions the Committee may require.
- Do all things necessary, incidental, or appropriate to ensure the duties and responsibilities of the LEPC are carried out.

The Fairfield County Office of Emergency Management and Homeland Security hereby agrees to provide the above services to the LEPC for a sum of \$15,000.00 a year.

Agreed to as of this date – September 7, 2023:


Kasey Farmer
LEPC Chairman


Jon Kochis
EMA Director

Signature Page

Resolution No. 2024-09.24.i

A resolution to approve a memo expenditure from EMA fund Local Emergency Planning Committee 2091 to EMA fund 2090 for agreed services

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle; and

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

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

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

\$10,000.00 16202401-Capital Outlay

Prepared by: Julie Huggins
cc: Engineer

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

For Auditor's Office Use Only:

16202401-574000 \$10,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-09.24.j

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for fees.

WHEREAS, additional appropriations are needed in the major expenditure object category for 2362 Levy and

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

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

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

\$2,350.56	16236200-Contractual Services
------------	-------------------------------

Prepared by: Julie Huggins
cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for fees.

For Auditor's Office Use Only:

16236200-531102	\$56.62
16236200-531103	\$483.77
16236200-531104	\$1,257.64
16236200-531105	\$552.53

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-09.24.k

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for fees.

(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 for Approval of Change Order No. 1 to the Contract
between the Motorola Solutions and the Fairfield County
Commissioners**

WHEREAS, the Board of Commissioners approved resolution number 2024-07.09.bb for the installation of security cameras and access control with Motorola Solutions at a total contract price of \$325,252.00, throughout all County buildings, and;

WHEREAS, this Change Order modifies the initial agreement adding twenty one replacement cameras that are obsolete or broken and adjustments to the initial count of access control readers, and;

WHEREAS, the equipment included in the change order equals \$48,171.00 increasing the entire agreement to a total of \$378,423.00 and;

WHEREAS, a purchase order in the amount of \$378,423.00 has been encumbered to cover current expenses, and;

WHEREAS, the Fairfield County Facilities and Information Technology have reviewed and request approval of Change Order Number 01

WHEREAS, the agreement with Motorola, as attached, has been approved to form by the County Prosecutor, and

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

SECTION 1: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number 01, to increase the Contract price by \$48,171.00 making the revised cost of the total contract price 378,423.00.

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

Prepared by: Jon Kochis

Change Order Number: 01
Date: 09/13/2024
Project Name and Number: Fairfield County EMA Avigilon/Alta Upgrades
Customer Name: Fairfield County EMA
Customer Project Mgr: Jon Kochis, Emergency Management Director

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

The purpose of this Change Order is to:

- Install additional Alta/Avigilon cameras with programming and cloud licenses.
- Replacing original readers with keypad and mullion types, and adding five regular readers.
- Extend the project timeline.

Contract Project Identifier (Name or Number): USC000998538 **Contract Date:** 07/09/2024

In accordance with the terms and conditions of the contract identified above between Fairfield Co, Ohio and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	\$ 325,252.00
Previous Change Order amounts for Change Order numbers 0 through 0	\$ 0.00
This Change Order:	\$ 48,171.00
Contract Credit (If Applicable):	\$ 0.00
New Contract Price:	\$ 373,423.00

***“Contract Price” does not include taxes.**

Completion Date Adjustments

Original Completion Date:	TBD
---------------------------	-----

Current Completion Date prior to this Change Order:	TBD
New Completion Date:	TBD

Equipment Changes: *(additions, deletions or modifications)* **Include attachments if needed.**

The Parties agree the below additional equipment will be added to the equipment listed in the original Contract:

QTY 10: 3MP; 30 Day; Alta; WDR; Day/Night Indoor Dome, 3.4-10.5mm f/1.6 Integrated IR; up to 10 year warranty with an active Aware license. Avigilon Part # 3.0C-H6SL-D1-IR-30

QTY 8: In-Ceiling Mount for 6.1" (156mm) Dome camera. Avigilon Part # SLSPCIL-1001

QTY 2: 3MP; 30 Day; Alta; WDR; Day/Night Outdoor Bullet; 3.4-10.5mm f/1.6 Integrated IR; up to 10 year warranty with an active Aware license. Avigilon Part# 3.0C-H6SL-BO1-IR-30

QTY 9: - Compact W 5MP 30 Avigilon Part# COMPACTDOME-W- 5MP-30

Qty 21: Ava Aware License 5 years. Ava Part #AWA-CLD-5Y

Replace 95 regular readers on original order with keypad & mullion style. Add 5 additional regular readers as follows:

REMOVE

QTY 105: Mobile Enabled Multi-Technology Reader Avigilon Part # AC-SCH-READER-MTB15

ADD:

QTY 5: Mobile Enabled Multi-Technology Reader Avigilon Part# AC-SCH-READER-MTB15

QTY 28: Mobile Enabled Multi-Technology Mulltion Mount Reader Avigilon Part# AC-SCH-READER-MTB11

QTY 67: Mobile Enabled Multi-Technology Reader with Keypad Avigilon Part #AC-SCH-READER-MTKB15

Scope of Work Changes: *(additions, deletions or modifications)* **Include attachments if needed.**

This Change Order is to recognize the following scope of work changes:

Motorola Solutions, Inc. (MSI) in partnership with ITS will provide and install nine (9) Alta 5MP compact dome cameras, ensuring they are properly mounted and fully operational. Additionally, MSI/ITS will supply and install two (2) Alta 3MP bullet cameras and ten (10) Alta 3MP dome cameras. To achieve a discreet and flush-mounted appearance for the dome cameras, MSI/ITS will also provide and install eight (8) Alta dome

recessed ceiling kits. Following the installation, MSI/ITS will program all Alta cameras to ensure seamless integration with the existing security system. Furthermore, MSI/ITS will provide twenty-one (21) Alta 5-year cloud camera licenses to cover the new camera installations, guaranteeing long-term cloud storage and management.

In addition to the camera installations, MSI/ITS will modify the original reader order by removing ninety-five (95) regular readers and replacing them with sixty-seven (67) keypad readers and thirty-eight (38) mullion mount readers, which better meet the project's specific needs. Additionally, as requested by the owner, MSI/ITS will add five (5) regular readers for additional doors that were not accounted for during the initial survey, ensuring comprehensive access control coverage across the county.

SUA/Support Service Changes: *(additions, deletions or modifications)* **Include attachments if needed. Must be completed by Project CSM.**

N/A

Schedule Changes: *(describe change or N/A)*

The Parties agree that the project schedule set forth, as per the original contract, is hereby extended.

Contract Price Changes: *(describe change or N/A)*

The Parties agree that the following pricing revision is hereby made to PRICING SUMMARY of the original contract:

The original contract value was \$325,252.00. With this Change Order, the Customer agrees to pay an additional fee of \$48,171.00. The new contract value is \$373,423.00

Customer Responsibilities: *(describe change or N/A)*

The Customer Responsibilities are set forth in the original contract.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Customer agrees to pay new contract price (above) in accordance with terms set forth in Pricing of the original contract:

100% of payment due on the completion of equipment installation

Purchase Order Requirements for this Change Order (select only one).

A Purchase Order is required - included with this change order.

No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,


No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Customer

By: 
Printed Name: Chris Hanes
Title: Area Sales Manager - Ohio
Date: 09/16/2024

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24006738 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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

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MOTOROLA SOLUTIONS INC
13101 COLLECTIONS CENTER DR
CHICAGO, IL 60693

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MAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
800-247-2346		7369		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/19/2024	7002			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	New Camera System and Access Control System consisting of software GL Account: 12100119 - 570000	1.0	EACH	\$48,171.00	\$48,171.00
GL SUMMARY					
	12100119 - 570000			\$48,171.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$48,171.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 09/19/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$48,171.00**

09/24/24

164

For Department Use ONLY

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24005014 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

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

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MOTOROLA SOLUTIONS INC
13101 COLLECTIONS CENTER DR
CHICAGO, IL 60693

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
800-247-2346		5456		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
06/07/2024	7002			COMMISSIONERS ADMIN
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	New Camera System and Access Control System consisting of software and hardware. GL Account: 12287600 - 574000 - R61r	1.0	EACH	\$325,252.00	\$325,252.00

GL SUMMARY	
12287600 - 574000 - R61r	\$325,252.00

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$325,252.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 06/07/2024

Carri L. Brown

Auditor Fairfield County, OH

09/24/24

Purchase Order Total **\$325,252.00**

165

For Department Use ONLY

A Resolution Authorizing an Agreement for the installation of security cameras and access control with Motorola.

WHEREAS, the Fairfield County Commissioners have determined that it is necessary to upgrade the county's security cameras and access control to the buildings owned by the county; and

WHEREAS, the County desires to use the Sourcewell Cooperative Purchasing Agreement as a method to procure these services; and

WHEREAS, Sourcewell has offered Motorola Solutions for the purposes of the security camera and access control upgrade; and

WHEREAS, the Facilities Manager and County Administrator have reviewed the proposal from Motorola in the amount of \$325,252.00; and

WHEREAS, funds will be placed in the capital projects fund for the specific purpose of security cameras and access control upgrades, and a purchase order to encumber the funds for the services will be acquired; and

WHEREAS, the agreement with Motorola, as attached, has been approved to form by the County Prosecutor, and

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

Section 1. The Board of County Commissioners approves the security cameras and access control upgrades with Motorola for the amount of \$325,252.00.

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

Prepared by: Christy Noland

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24005014 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

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

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MOTOROLA SOLUTIONS INC
13101 COLLECTIONS CENTER DR
CHICAGO, IL 60693

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
800-247-2346		5456		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
06/07/2024	7002			COMMISSIONERS ADMIN
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	New Camera System and Access Control System consisting of software and hardware. GL Account: 12287600 - 574000 - R61r	1.0	EACH	\$325,252.00	\$325,252.00
GL SUMMARY					
	12287600 - 574000 - R61r			\$325,252.00	

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$325,252.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 06/07/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$325,252.00

09/24/24

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For Department Use ONLY

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Proposal

Fairfield County Emergency Management

Avigilon Alta Cloud Connectors & Reader/Credential Upgrades

June 28, 2024

Motorola Solutions, Inc.
500 W Monroe St
Chicago, IL 60661

June 28, 2024

Jon Kochis – Emergency Management Director
Fairfield County Emergency Management
240 Baldwin Dr.
Lancaster, OH 43130

Subject: Fairfield County - Avigilon Alta Cloud Connectors & Reader/Credential Upgrades

Dear Mr. Kochis,

Motorola Solutions, Inc. ("Motorola") in partnership with Industrial Technical Solutions (ITS) is pleased to have the opportunity to provide Fairfield County Emergency Management with Avigilon Alta Cloud Connectors and Reader/Credential Upgrades. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, licensing, software and implementation services, which are outlined in the project scope.

This proposal is subject to the terms and conditions outlined in the project management as well as assumptions portions of this proposal. Fairfield County Emergency Management may accept this proposal by signing and returning a copy of proposal. Alternatively, Motorola would be pleased to address any concerns regarding this proposal. Any questions can be directed to Bernie Potkanowicz, Regional Sales Director, at (630) 806-6247 or bernard.potkanowicz@motorolasolutions.com or Jaime Myers, Account Executive, at 937-701-8931 or jaimemyers@motorolasolutions.com.

Our goal is to provide the Fairfield County Emergency Management with the best product and services available in the industry. We thank you for the opportunity, and we hope to strengthen our relationship by implementing this solution.

Sincerely,



Chris Hanes
Area Sales Manager
Motorola Solutions, Inc.

Project Description

Motorola in partnership with ITS will deploy (3) Alta A1000 cloud connectors along with rack shelves, integrating them into the existing network infrastructure. Additionally, (209) Alta 5-Year cloud licenses will be provisioned to enable comprehensive cloud-based surveillance capabilities. Existing cameras will be seamlessly integrated into the Alta software, with Motorola Solutions requiring IP addresses, usernames, and passwords for each camera for efficient setup and configuration.

Furthermore, Motorola or ITS will replace 292 existing card readers with new Allegion MTB15 models, utilizing existing cable infrastructure. Additionally, 2,500 Multi-technology credentials will be provided, allowing for secure access control, with the owner responsible for system programming and credential distribution.

Statement of Work

The intent of this project is to complete the following:

Cloud Connectors Installation:

Provide and install (3) Alta A1000 cloud connectors, each in a tower form factor. Include rack shelves for installation.
Ensure network rack space and a 120v outlet are available, provided by others.

Cloud Licenses Provisioning:

Provide and install (209) Alta 5-Year cloud licenses.

Camera Integration:

Program existing cameras into Alta software.
Require IP addresses, usernames, and passwords for each existing camera.

Storage Calculation Basis:

Storage calculation based on camera specifications:
(98) 5MP cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).
(58) 2MP cameras recording at 20fps (interesting), 1080p at 5fps (uninteresting).
(9) 4K cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).
(27) 3MP cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).
(16) 4MP cameras recording at 15fps (interesting), 1080p at 5fps (uninteresting).
Ensured 30-day retention, requiring 99TB of storage with an 18% overhead.

Card Reader Replacement:

Remove 292 existing card readers.
Install new Allegion MTB15 card readers.
Reuse existing cable assumed to be in good working order.

Credential Provisioning:

Provide 2,500 Multi-technology credentials (125 kHz proximity + 13.56 MHz, DESFire EV3). Owner responsible for programming the OnGuard system and printing/distributing new credentials.

Project Management:

Motorola Solutions Inc. will assign a dedicated project manager to this project. This project manager will act as the primary point of contact for the duration of this project. Additionally, this project manager will be responsible for all project scheduling, meeting attendance, implementation scheduling, change requests and general management of all project deliverables.

Assumptions:

Exclusions/Exceptions:

- All Lenel OnGuard programming
- All cabling
- All 120V power to be provided and installed by others
- All network connectivity by others
- Rack space to be provided and installed by others
- Required servers and workstations to be provided and installed by others.
- Fire alarm connectivity (as required) to be provided by others.
- Patch panels and patch cables to be provided and installed by others.
- Required wall space for panels by owner.
- Patching and painting of affected installation areas by others.
- Adherence to local and state codes by others.
- Any items or tasks not explicitly listed as in scope within this SoW are considered to be outside of the scope and not included within this SoW.
- All labor will be completed between 7:30AM and 5:00PM Monday - Friday unless otherwise noted.

Equipment List

Part Number	Qty	Description
AC-SCH-READER-MT B15	292	Mobile Enabled Multi-Technology Reader
AC-SCH-CARD-MT-89 43	2,500	Schlage Multi-technology credential; 125 kHz + 13.56 MHz; Proximity & Schlage MIFARE DESFire EV3 4K byte/32K bit ISO Glossy White Card; No Slot Punch
APP-1000-24-DG	1	Alta A1000-24TB
APP-1000-48-BT	2	Alta A1000-48TB
SRSHELF2P	3	FIXED SHELF 2 UNIT MOUNT
AWA-CLD-5Y	209	Ava Aware License 5 years

Warranty and Maintenance

Motorola Solutions will provide warranty services in accordance with the conditions applicable to Avigilon Alta camera products and Cloud Connector products.

Subject to the limitations set out below, Avigilon warrants to the original consumer purchaser that the purchased Avigilon Alta Video product will, under normal use conditions, be free of defects in material and workmanship for the time periods set forth in the tables below, such warranty period commencing one (1) calendar month after the date of shipment of such product from Avigilon.

For purposes herein, a camera with an active license means a camera that has had an active Aware license since the moment it was first purchased. That is, it was connected to the Aware platform with a camera license for its entire life to date.

Warranty is valid only in the country in which the Avigilon Ava / Alta video device was purchased. Avigilon may transfer the warranty provided (1) we are advised of the relocation, and (2) the warranty is available in the new location.

For Cloud Connectors and camera accessories, the warranty period is specified in the table below:

Features	A500	A750	A1000	A2000	A3000
# of cameras supported	25	50	75	100	200
GPU	Nvidia GeForce	Nvidia GeForce	Nvidia Quadro RTX 4000	Nvidia Quadro RTX 4000	2 × Nvidia Quadro RTX 4000
SATA Storage	Up to 24TB (raw) 16TB (net)	Up to 48TB (raw) 32TB (net)	Up to 64TB (raw) 48TB (net)	Up to 192TB (raw) 160TB (net)	Up to 192TB (raw) 160TB (net)
Warranty	5 years	5 years	5 years	5 years	5 years

Warranty coverage and support Service Level Agreement is subject to end user's geographic location. Please refer to [avigilon.com/support/warranty/avigilon](https://www.avigilon.com/support/warranty/avigilon) for more information.

Pricing Summary

This pricing is available through the use of Sourcwell awarded cooperative purchasing contract #042021-MOT and will remain valid through 6/24/2024.

Description	Pricing
Equipment and Licensing	\$ 294,715.53
Installation, Labor and Shipping	\$ 30,536.47
Grand Total	\$ 325,252.00

Payment Terms

- 100% of the contract price upon completion of equipment installation.

This quotation shall remain valid until **6/24/2024**. Any questions regarding this proposal can be directed to Bernie Potkanowicz, Regional Sales Director, at (630) 806-6247, bernard.potkanowicz@motorolasolutions.com or Jaime Myers, Account Executive, at 937-701-8931, jaime.myers@motorolasolutions.com.

Our goal is to provide Fairfield County with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Contractual Documentation

AVIGILON CORPORATION
AVIGILON CONTROL CENTER™ SOFTWARE
END USER LICENSE AGREEMENT
Effective December 15, 2020

This Avigilon Control Center End User License Agreement (the “**Agreement**”) between Avigilon Corporation (“**Avigilon**”), as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) (“**You**” or “**Your**”) governs Your use of the Software. The term “**Software**” means: (a) the Avigilon Control Center software accompanying, or being used in association with, this Agreement, including computer software, and any modified versions and copies of, and upgrades, updates, and additions to, such software; and (b) any media, printed materials, and “on-line” or electronic documentation with respect to such software (the “**Documentation**”).

By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, You agree to be bound by the terms of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not open, download, install, copy, or otherwise use the Software.

1. Grant of License. Subject to the payment of applicable license fees, and as long as You comply with the terms of this Agreement, Avigilon grants You a limited, non-exclusive license to use the Software in object code form only in the manner and for the purposes described in this Agreement and the Documentation. Your use of the Software is subject to the following principal conditions:
 - a. Subject to the limitations on the use of the Software’s server application (the “**Server Application**”) set forth in Section 1(b), You may install the Software on any number of computers at Your premises.
 - b. If You have licensed an edition of the Software that only permits the Server Application to be installed on a single server, you may only install the Server Application on one server. If you have licensed an edition of the Software that permits the Server Application to be installed on more than one server (subject to a specified maximum number of servers), You may install the Software’s Server Application on up to that maximum number of servers, provided that all such servers are configured to work together in a cluster (a “**Site**”).
 - c. Components of the Software that are protected by a software or hardware key or other device may be used on any computer, or cluster of servers forming the Site, on which the key is installed and activated. If the key locks the Software to a particular computer, or cluster of servers forming the Site, the Software may only be

used on that computer or cluster of servers, as applicable. You agree that You will not attempt to circumvent the mechanisms that bind software or hardware keys to a particular computer or cluster of servers forming a Site.

- d. You acknowledge that You must activate the Software with Avigilon and that there may be instances where You are required to subsequently reactivate the Software when You make certain hardware changes or configuration changes to the Software.
2. Backup Copy. You may make one copy of the Software to be used solely for archival, back-up, or disaster recovery purposes; provided that You may not operate that copy of the Software at the same time as the original Software is being operated.
 3. Intellectual Property Rights. The Software is licensed, not sold, to You. The Software and any authorized copies that You make are the intellectual property of, and are owned by, Avigilon and, as applicable, its suppliers and licensors. The structure, organization and code of the Software are valuable trade secrets and confidential information of Avigilon and, as applicable, its suppliers and licensors. The Software is protected by law, including but not limited to the copyright laws of the United States, Canada, and other countries, and by international treaty provisions. Except as expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in the Software, and all rights not expressly granted in this Agreement are reserved by Avigilon and, as applicable, its suppliers and licensors. This Agreement does not grant You any rights in connection with any trademarks of Avigilon.
 4. Limitations and Restrictions.
 - a. Copy Protections. You may not copy the Software except as set forth in this Agreement. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices and legends that appear on or in the Software.
 - b. Restrictions. You may not: (i) rent, lease, sell, sublicense, assign, lend, resell for profit, or distribute the Software or Your rights in the Software; or (ii) authorize any portion of the Software to be copied onto another person's or legal entity's computer or other electronic device, except as set forth in this Agreement. You will take reasonable steps to prevent any unauthorized copying or distribution of the Software.
 - c. Locally Stored Components. The Software may include a software code component that may be stored and operated locally on one or more devices. Once You have paid the required license fees for these devices (as determined by Avigilon in its sole discretion), You may install, use, or install and use, one copy of such component of the Software on each of the devices as licensed by Avigilon. You may then use such component of the Software in connection with operating the device on which it is installed solely in the manner set forth in any accompanying Documentation or, in the absence of such, solely in the manner contemplated by the nature of the Software.
 - d. Embedded Software/Firmware. The Software may also include a software code component that is resident in a device as provided by Avigilon for operating that device. You may use such component of the Software solely in connection with the use of that device, but may not retrieve, copy or otherwise transfer that software component to any other media or device without Avigilon's express prior written authorization.
 - e. Modifications and Derivative Works. You may not make any changes, translations, enhancements, or modifications to, or create any derivative works from, the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this Agreement with respect to 'open source' software). Any attempt to create any derivative works from the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this Agreement with respect to 'open source' software) shall result in the immediate termination of this Agreement.
 - f. Reverse Engineering, Decompilation, Disassembly. You may not reverse engineer, peel components, decompile, disassemble or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code of the Software, and any attempt to do so shall result in the immediate termination of this Agreement, except and only to the extent that such activity is expressly permitted by applicable law.

- g. Competitive Products. You will not use any information concerning the Software or any of its components or features to design, build, train, or improve (directly or indirectly) a product or service that competes with the Software or any of its components or features.
5. Termination. Without prejudice to any other rights, Avigilon may terminate this Agreement without notice if You fail to comply with the terms and conditions of this Agreement. In the event of termination of this Agreement for any reason, You must immediately destroy all copies of the Software (including backup copies) and all of its component parts. To the extent the Software is embedded in hardware or firmware, You will provide prompt access to Avigilon or its representatives to remove or lock Software features or functionality as Avigilon determines. The provisions of this Agreement which, by their terms, require performance after termination of this Agreement, including but not limited to those contained in Sections 3 (Intellectual Property Rights), 5 (Termination), 13 (Exclusive Remedy), 14 (Limitation of Liability), and 19 (Jurisdiction), will survive the termination of this Agreement.
6. Export Restrictions. You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations thereunder, the United States Export Administration Act and regulations thereunder, and other applicable national and international laws and regulations relating to the export of the Software (collectively, the "Export Laws"). You agree and certify that You will not use the Software or any part or direct product thereof for any purpose in contravention of the Export Laws.
7. Applicable Laws. Some jurisdictions prohibit the recording of audio, video, personal information, or any combination of audio, video and personal information, under certain circumstances. You agree that You will at all times use the Software in conformity with all applicable laws, statutes, ordinances, and rules of each of: (a) the jurisdiction(s) in which You use the Software; and (b) the jurisdiction(s) in which each camera, microphone, or other recording or surveillance device which provides data to You through the Software is located. Any breach of the foregoing is a material breach of this Agreement that operates to terminate the license for the Software immediately without notice, rendering any further use of the Software unlawful.
8. Support Services. Avigilon may provide You with support services related to the Software ("**Support Services**"). Any supplemental software files (either Avigilon or third party) and other computer information and related explanatory written materials and files provided to You as part of the Support Services are considered part of the Software and subject to the terms and conditions of this Agreement.
9. Upgrades and Updates. To the extent Avigilon makes them available, Software upgrades and updates may only be used to replace all or part of the original Software that You are licensed to use. Software upgrades and updates do not increase the number of copies of the Software licensed to You. If the Software licensed under this Agreement is an upgrade or update of a component of a package of software programs that You previously licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer unless and to the extent that You are licensed to use the previously licensed software on more than one computer. Software upgrades and updates downloaded free of charge via an Avigilon authorized World Wide Web or FTP site may be used to upgrade multiple computers provided that You are licensed to use the original software being upgraded or updated on those computers. Upgrades and updates may be licensed to You by Avigilon with additional or different terms.
10. U.S. Government License Rights. This Section 10 only applies to U.S. Government end users. The Software and Documentation are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software and Documentation are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

11. Transfer. You may only transfer Your rights under this Agreement: (a) as part of a permanent sale or transfer of all of the devices for which the Software is licensed; (b) if You transfer all of the Software (including all component parts, the media and printed materials, and any upgrades), and this Agreement; (c) if You do not retain any copies of any portion of the Software; (d) if the recipient agrees to the terms of this Agreement; and (e) if the Software is an upgrade, such transfer also includes all prior versions of the Software. Satisfaction of all these conditions is required; failure to meet any of these conditions renders such transfer null and void.
12. Warranty. Avigilon warrants that the medium on which the Software is recorded, and any software or hardware key associated with the Software, will be free of defects in materials and workmanship under normal use for a period of sixty (60) days from the date of Your receipt of the original Software licensed under this Agreement.

EXCEPT AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND SUPPORT SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU AND AVIGILON AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SOFTWARE AND SUPPORT SERVICES "AS-IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF: (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, OR INFORMATIONAL CONTENT; (C) WORKMANLIKE EFFORT; (D) CORRESPONDENCE TO DESCRIPTION; (E) TITLE OR NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (F) CUSTOM OR TRADE; (G) QUIET ENJOYMENT; OR (H) SYSTEM INTEGRATION. AVIGILON MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS, OR IN AN UNINTERRUPTED MANNER. AVIGILON SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH THE SOFTWARE IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-AVIGILON SOFTWARE OR HARDWARE PRODUCTS. AVIGILON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR AVIGILON ANY OTHER WARRANTY OR LIABILITY CONCERNING THE SOFTWARE. THE WARRANTY MADE BY AVIGILON MAY BE VOIDED BY ABUSE OR MISUSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER MANDATORY LAW THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

13. Exclusive Remedy. The entire liability of Avigilon, its affiliates, and their respective directors, officers and employees (collectively, the "**Avigilon Parties**") and Your exclusive remedy under the warranty set forth above will be, at Avigilon's option, to: (a) attempt to correct Software errors with efforts Avigilon believes suitable to the problem; (b) replace at no cost the recording medium, Software or Documentation with functional equivalents as applicable, provided that You send Avigilon a replacement request, the defective medium and the documentation evidencing the date and amount You paid for the Software prior to the expiration of the sixty (60) day warranty period; or (c) refund a pro-rated portion of the license fee paid for such Software (less depreciation based on a two-year life expectancy) and terminate this Agreement, provided, in each case, that Avigilon is notified in writing of all warranty problems during the applicable warranty period. Any replacement item will be warranted for the remainder of the original warranty period. No remedy is provided for failure of the Software if such failure is the result of accident, abuse, alteration or misapplication with respect to the Software or any hardware on which it is loaded. Warranty service or assistance may be provided remotely.
14. Limitation of Liability. Except for personal injury or death, Avigilon's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Software. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT AVIGILON WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF ANY SERVICES BY AVIGILON PURSUANT TO THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY

RELIANCE THEREON. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

15. Indemnity by Avigilon. Avigilon will defend at its expense any suit brought against You to the extent it is based on a third-party claim alleging that the Software directly infringes a United States patent or copyright (“**Infringement Claim**”). Avigilon’s duties to defend and indemnify are conditioned upon: You promptly notifying Avigilon in writing of the Infringement Claim; Avigilon having sole control of the defense of the suit and all negotiations for its settlement or compromise; and You providing to Avigilon cooperation and, if requested by Avigilon, reasonable assistance in the defense of the Infringement Claim. In addition to Avigilon’s obligation to defend, and subject to the same conditions, Avigilon will pay all damages finally awarded against You by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Avigilon in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Avigilon's opinion is likely to occur, Avigilon may at its option and expense: (a) procure for You the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Software and grant You a credit for the Software, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Avigilon will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Software with any software, apparatus or device not furnished by Avigilon; (b) the use of ancillary equipment or software not furnished by Avigilon and that is attached to or used in connection with the Software; (c) Software designed or manufactured in accordance with Your designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Software by a party other than Avigilon; (e) use of the Software in a manner for which the Software was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by You to install an enhancement release to the Software that is intended to correct the claimed infringement. In no event will Avigilon’s liability resulting from its indemnity obligation to You extend in any way to royalties payable on a per use basis or Your revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Avigilon from You from sales or license of the infringing Software.

This Section 15 provides Your sole and exclusive remedies and Avigilon’s entire liability in the event of an Infringement Claim. You have no right to recover and Avigilon has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section

16. Indemnity by You. INTENTIONALLY OMITTED.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any previous agreements between the parties, with respect to the subject matter of this Agreement. Any terms of any purchase order or other instrument issued by either party in connection with this Agreement that is in addition to or inconsistent with the terms of this Agreement shall have no force or effect unless signed by both parties.

18. Amendment. Any amendment to this Agreement shall be put in writing and signed by both parties prior to being in effect. Notwithstanding the foregoing:
 - a. Avigilon reserves the right to unilaterally amend this Agreement at any time without advance notice to You where the amendments involve (i) correcting typographical errors; (ii) correcting inconsistent, incorrect, or ambiguous wording for the purpose of clarifying the intended purposes and intent of the applicable wording (but without altering its nature or scope); or (iii) updating this Agreement to better address or comply with the provisions of applicable laws.
 - b. This Agreement may be superseded by a subsequent End User License Agreement that You agree to in connection with Avigilon's providing to You any future component, release, upgrade or other modification or addition to the Software.
19. Jurisdiction. This Agreement and performance under this Agreement will be governed by the laws of the State of Ohio applicable therein without reference to principles of conflicts of laws, and the courts in Fairfield County, Ohio and the courts of appeal therefrom will have exclusive jurisdiction to hear any proceedings relating to this Agreement. You hereby irrevocably attorn to the jurisdiction of those courts. You expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).
20. Incorporation of 'Open Source' and other Third Party Software. Portions of the Software may be subject to certain third party license agreements governing the use, copying, modification, redistribution and warranty of those portions of the Software, including what is commonly known as 'open source' software, for example portions of the Software use libraries from the FFmpeg project under the LGPLv2.1. No warranty is provided by Avigilon for any such open source software. By using the Software You agree to be bound to the terms of any such third party licenses. If provided for in the applicable third party license, You may have a right to receive source code for such software for use and distribution in any program that You create, so long as You in turn agree to be bound to the terms of the applicable third party license and Your programs are distributed under the terms of that license. If applicable, a copy of such source code may be obtained free of charge by contacting Your Avigilon representative.
21. Collection of Data. INTENTIONALLY OMITTED

Any personal information collected by Avigilon is subject to the Avigilon's Privacy Statement, available at avigilon.com/privacy, as may be amended from time to time.

22. Demonstration and Evaluation Copies. A demonstration or evaluation copy of the Software is covered by this Agreement, provided that the licenses contained in this Agreement expire at the end of the demonstration or evaluation period.
23. Enurement. All covenants, representations, warranties and agreements of the parties contained in this Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and assigns.
24. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
25. Non-Waiver. The waiver or failure of Avigilon to exercise in any respect any right provided in this Agreement will not be deemed a waiver of any further right under this Agreement.
26. Compliance with Licenses. You agree that upon request from Avigilon or its authorized representative, You will, within thirty (30) days of such request, fully document and certify that Your use of any and all Software at the time of the request is in conformity with Your valid license(s) from Avigilon. You agree to use Your best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy or distribution, in any form, of the Software shall be made.
27. Additional Restrictions. The Software may be subject to additional restrictions and conditions on use as specified in the Documentation, which additional restrictions and conditions are hereby incorporated into and made a part of this Agreement.
28. Tools and Utilities. Software distributed via an Avigilon-authorized World Wide Web or FTP site (or similar Avigilon-authorized distribution means) as a tool or utility may be copied and installed without limitation provided that the Software is not distributed or sold and the Software is only used for the intended purpose of the tool or utility and in conjunction with Avigilon products. All other terms and conditions of this Agreement continue to apply.
29. Avigilon Cloud Services. Your use of the Software, or certain features or functionality of the Software, may involve or otherwise require Your use of the Avigilon Cloud Services, a web-based portal/platform developed and maintained by Avigilon to, amongst other things, facilitate the operation of certain features and functionality of the Software. To the extent You access and use the Avigilon Cloud Services in connection with Your use of the Software, the additional terms and conditions set forth in the Avigilon Cloud Services End-User Agreement will apply.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “**Services**”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the

transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Non-Appropriation Clause. Notwithstanding the foregoing, this Agreement may be subject to termination or cancellation, without penalty to Customer, either in whole or in part, for failure of Customer to appropriate the required funds during any fiscal year of the contract term due to Customer being a governmental entity.

3.3. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.4. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any

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Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products

for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products

and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA**

PARTIES”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. Subject to Ohio Revised Code 149.43, “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to

Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement; or (e) is requested and provided via a valid public records request pursuant to Ohio Revised Code 149.43. If the Customer receives a valid public records request, Customer will notify Motorola of the request, so that Motorola has the option to object to the request if it so chooses. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. Subject to Ohio Revised Code 149.43, all Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal

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information or on sets of personal information, whether or not by automated means, such as collection,

recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. **Sub-processors.** Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Ohio, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Litigation, Venue, Jurisdiction Either Party may submit the Dispute exclusively to a court in Fairfield County, Ohio. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance

with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single

document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

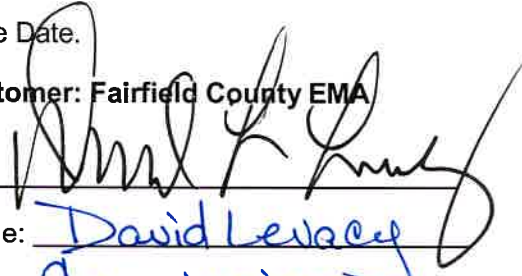
By: 

Name: Chris Hanes

Title: Area Sales Manager – Ohio

Date: 05/20/2024

Customer: Fairfield County EMA

By: 

Name: David Lewacy

Title: Commissioner

Date: July 9, 2024

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [insert date] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. **Delivery of Subscription Software.**

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Subscription Software License and Restrictions.**

3.1. Subscription Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use

the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the effective date of termination of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the effective date of termination of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, either party may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately if (a) either party breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that either party’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement may result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola may be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer’s usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

5.3. Customer Data. For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, “Customer Data,” as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

5.4. Future Regulatory Requirements. The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Direct Damages. For avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Motorola**
Date: **6/7/2024 8:32:51 AM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Forte Promotions Group, Inc.	13700 York Road

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

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

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

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

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing an Agreement for the installation of security cameras and access control with Motorola.

(Fairfield County Facilities)

Approved as to form on 7/3/2024 2:48:38 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-07.09.bb

A Resolution Authorizing an Agreement for the Installation of Security Cameras and Access Control with Motorola

(Fairfield County Facilities)

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

Voting:

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

Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Facilities)

Approved as to form on 9/20/2024 4:38:06 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.1

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

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$4,166.85 is hereby authorized as follows:

From: 60828000, Contractual Services \$4,166.85

To: 60828000, Materials & Supplies \$4,166.85

Prepared by: Morgan Fox, Fiscal Officer

2024-09.24.m

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$4,166.85

From: 60828000, 530000, Contractual Services; \$1,500.00
To: 60828000, 560000, Materials & Supplies; \$1,500.00

From: 60828000, 558000, Travel Reimbursement; \$500.00
To: 60828000, 560000, Materials & Supplies; \$500.00

From: 60828000, 550460, Conference; \$1,500.00
To: 60828000, 560000, Materials & Supplies; \$1,500.00

From: 60828000, 555000, Printing and Binding; \$666.85
To: 60828000, 560000, Materials & Supplies; \$666.85

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2024-09.24.m

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

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, FCFC is responsible for paying the Health Department for their Personnel for August Activity costs; and

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

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

71700300- 434430 Reimbursement - \$5,846.71

This amount represents monies owed to the Health Department for FCFC's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCFC's Personnel for August Activity costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2340 Fairfield County Health Department

Account: 60819522-530000 Contractual Services

Amount: \$5,846.71

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

cc: Kelly Brown, Fairfield County Health Department

Signature Page

Resolution No. 2024-09.24.n

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

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2072 Fairfield County Job and Family Services - PCSA

WHEREAS, the Board of Commissioners pay CORSA directly the liability insurance for Fairfield County Job and Family Services – PCSA (FCJFS’s); and

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

WHEREAS, FCJFS needs to reimburse the General Fund by using account code 552020; 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 438004 Insurance Reimbursement - \$5,031.00

This amount represents monies owed to the General Fund for FCJFS’s share of liability costs originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure 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 FCJFS’s share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: _12207207-552020_CONTRACTUAL SERVICES

Amount: \$ 5,031.00

Prepared by: Brandi Downhour, Budget Manager

cc: Staci Knisley, Commissioners’ Office

JFS	
General Liability (Payroll)	\$10,587.77
Error & Omissions (Public Officials Liability)	\$8,887.91
Property	\$1,126.79
Auto	\$10,196.45
Foster Parent Liability	\$5,031.00
TOTAL	\$35,829.92

Breakdown of Above Numbers are BELOW

GENERAL LIABILITY (PAYROLL)	
2022 Payroll	\$9,056,045.87
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.173792
	#REF!
	\$60,922.00
	x
% from above	\$0.173792
	EQUALS
	\$10,587.77

Error & Omissions (Public Officials Liability)	
2022 Payroll	\$9,056,045.87
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.173792
	#REF!
	\$51,141.00
	x
% from above	\$0.173792
	EQUALS
	\$8,887.91

Property	
JFS Property Value	\$1,669,362.00
	÷
Total of All Covered Depts	\$355,119,224.00
	EQUALS
	\$0.004701
	#REF!
	\$176,132.00
	x
% from above	\$0.004701
	EQUALS
	\$827.97

AUTO	
JFS # of Vehicles	35
	÷
Total of ALL Vehicles	373
	EQUALS
	\$0.093834
	#REF!
	\$108,665.00
	x
% from above	\$0.093834
	EQUALS
	\$10,196.45

Signature Page

Resolution No. 2024-09.24.o

A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2072 Fairfield County Job and Family Services - PCSA

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2599, Workforce Fund; 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:

\$15,000.00; 12259907, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer
cc:

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

\$15,000.00

12259907; 530000; Contractual Services

Signature Page

Resolution No. 2024-09.24.p

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2758 – Protective Service Levy - Fairfield County JFS

WHEREAS, appropriate from unappropriated into major expense categories of Contractual Services for org# 12275851 is necessary for the expenses; and

WHEREAS, we need more appropriations in our Special Reporting line for reimbursing the PA fund for Shared Costs.

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

Section 1. Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of \$2,386,198.58 for the major expense object category:

12275851 Contractual Services \$2,386,198.58

Prepared by: Morgan Fox, Fiscal Officer

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

\$2,386,198.58

12275851 – 900001 \$2,386,198.58 Special Reporting

Signature Page

Resolution No. 2024-09.24.q

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2758 – Protective Service Levy - Fairfield County JFS

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively

WHEREAS, on November 7, 2017, the voters of Fairfield County approved a property tax levy renewal with an increase of 1.0 mill, resulting in a total levy of 2.0 mills, for the period of 10 years, commencing in 2017, first due in calendar year 2018;

WHEREAS, the tax levy with an increase outside of the ten-mill limitation was for the purpose of providing protective services for children who are victims of physical and sexual abuse, neglect, or exploitation and elderly individuals sixty (60) years of age or older who are victims of abuse, neglect, and exploitation, as authorized by Section 5705.191 of the Ohio Revised Code;

WHEREAS, fund (#2758), Protective Services Levy Fund, is used to record activity for the levy;

WHEREAS, on March 26, 2010, the Fairfield County Prosecuting Attorney issued an opinion on the "Movement of Funds from the Adult Protective Services / Child Protective Services Levy Fund (Account) (the APS / CPS Levy Fund)" and this process has been long-standing as an acceptable, audited procedure;

WHEREAS, the above-referenced County Prosecutor opinion states (in part), "it is my recommendation that the County Commissioners pass a resolution...during the term of the APS / CPS Levy designating that a sum certain of funds (presumably to be determined by the Commissioners in consultation with JFS) be transferred from the APS / CPS Levy Fund to the CPS Fund (Fund 2072)";

WHEREAS, the above-referenced opinion states further, "Assuming that these resolutions are properly enacted by the Commissioners and that the funds are transferred pursuant to those resolutions to the CPS Fund (Fund 2072), it is my opinion, and this letter is intended to clarify, that the APS /CPS Levy Fund established by resolution of the Fairfield County Board of Commissioners is covered under the "movements of cash by operation of law" noted in County Advisory Bulletin 2009-001: Inter-fund Cash Transactions";

A resolution to approve a memo receipt and memo expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, respectively

WHEREAS, the first half settlement of tax levy revenue has been completed, and

WHEREAS, the budget for the CPS portion of the Levy proceeds has been previously established to be \$2,386,198.58 for the second half transfer, for July 2024– December 2024,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt, which is an amount to be used "in accordance with the levy language intent":

12207207-434017 REICPS (Reimbursement Child Protective Services)
\$2,386,198.58

Section 2. That the Fairfield County Board of Commissioners approve the following expenditure, and request the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, covered under "movements of cash by operation of law" to the Child Protective Services Fund.

Memo Expenditure:

Vendor #: 06396 – Job & Family Services
Account #: 12275851-900001 – Special Reporting – Reim CPS
Amount: \$2,386,198.58

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
State	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000	\$3,312,000
Reimb CPS (Levy)	\$10,075,286	\$11,494,474	\$13,045,013	\$14,739,853	\$16,593,304	\$18,621,182	\$20,840,980	\$23,272,048	\$25,915,804	\$28,855,962
GIF	\$1,969,095	\$2,009,089	\$2,049,273	\$2,089,266	\$2,129,062	\$2,174,703	\$2,221,937	\$2,281,661	\$2,347,812	\$2,421,968
Other	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394	\$204,394
Total Revenue	\$17,893,111	\$19,351,693	\$20,944,414	\$22,678,240	\$24,523,495	\$26,644,015	\$28,907,307	\$31,382,739	\$34,091,746	\$37,058,061
CPS Expense	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Networks	\$2,177,048	\$2,307,071	\$2,446,131	\$2,592,899	\$2,748,473	\$2,913,381	\$3,088,184	\$3,273,475	\$3,469,884	\$3,678,077
Companion Care	\$5,098,205	\$5,709,960	\$6,395,158	\$7,162,611	\$8,022,124	\$8,984,779	\$10,060,953	\$11,270,107	\$12,622,968	\$14,137,724
Staff Cost	\$8,583,213	\$9,194,738	\$9,838,369	\$10,527,055	\$11,263,949	\$12,052,425	\$12,896,095	\$13,798,822	\$14,764,739	\$15,798,271
Operational Cost	\$432,563	\$462,842	\$495,241	\$529,908	\$567,001	\$606,692	\$649,160	\$694,601	\$743,223	\$795,249
Other	\$1,372,566	\$1,436,512	\$1,505,981	\$1,580,434	\$1,660,435	\$1,746,447	\$1,838,976	\$1,938,566	\$2,045,811	\$2,161,393
Total Expense	\$17,673,085	\$19,113,892	\$20,680,911	\$22,392,907	\$24,261,983	\$26,303,725	\$28,535,367	\$30,975,971	\$33,646,635	\$36,570,714
CPS Cash Balance 2028-2033	\$2,945,114	\$3,185,315	\$3,446,818	\$3,732,131	\$4,043,664	\$4,383,916	\$4,755,894	\$5,162,662	\$5,607,273	\$6,096,119
Levy Revenue	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Real Property	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641	\$7,561,641
Homesite	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466	\$432,466
Other	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893	\$5,893
Total Revenue	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000
Var Check	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Levy Fund (2758) Analysis 2028-2037										
Levy Expense	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
APS Transfer	\$234,146	\$228,163	\$342,879	\$238,226	\$274,543	\$293,167	\$309,439	\$328,201	\$347,897	\$368,574
CPS Transfer	\$10,075,286	\$11,494,474	\$13,045,013	\$14,739,853	\$16,593,304	\$18,621,182	\$20,840,980	\$23,272,048	\$25,915,804	\$28,855,962
Other	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230	\$125,230
Total Expense	\$10,434,662	\$11,847,867	\$13,513,122	\$15,203,309	\$16,993,067	\$18,039,965	\$19,276,649	\$20,729,469	\$22,413,931	\$24,150,766
Var Check	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Levy Cash Balance	\$21,745,047	\$17,897,190	\$12,484,078	\$5,360,679	-\$3,632,388	-\$14,670,357	-\$27,945,996	-\$43,671,464	-\$62,080,385	-\$84,430,142
CPS & Levy Cash Balance	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
2028-2037	\$24,090,561	\$23,082,505	\$15,930,897	\$9,092,830	\$4,112,761	-\$10,286,403	-\$23,130,101	-\$38,928,802	-\$56,472,612	-\$77,135,023
Total Revenue	\$8,015,611	\$12,363,599	\$12,823,263	\$14,285,308	\$14,980,420	\$14,981,161	\$15,795,654	\$15,667,824	\$15,704,218	\$15,779,204
Total Expense	\$7,704,309	\$9,494,970	\$10,348,494	\$11,039,050	\$10,605,862	\$11,340,064	\$12,514,091	\$13,129,633	\$14,328,821	\$15,454,239
CPS Cash	\$1,442,767	\$1,137,766	\$1,960,709	\$4,702,195	\$8,131,445	\$7,155,274	\$2,731,994	\$2,167,402	\$2,337,941	\$2,523,491
Levy Cash	\$1,274,419	\$5,388,049	\$7,039,875	\$7,544,647	\$8,449,954	\$13,143,398	\$20,852,640	\$25,955,023	\$26,159,882	\$25,261,632
Total Cash	\$3,657,186	\$6,525,815	\$9,000,584	\$12,246,841	\$16,631,399	\$20,298,672	\$23,584,234	\$28,122,426	\$27,497,823	\$26,885,186

Signature Page

Resolution No. 2024-09.24.r

A Resolution to Approve a Memo Receipt and Memo Expenditure for Fairfield County Job & Family Services' Children Services Fund and Protective Service Levy Fund, Respectively

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

WHEREAS, the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

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:

12201807-434007 REIMCS (Reimbursement from Children Services)

\$1,124,457.99

This amount represents costs owed to the PA fund.

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

2024-09.24.s

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$1,124,457.99

Subject to final quarterly reconciliation from ODJFS

Prepared by: Morgan Fox, Fiscal Officer

Cc: JFS Finance

2024

Jan-24	\$ 490,881.02		\$ 490,881.02	\$ 1,267,617.09	\$ 244,639.85	Resolutions 2024-01.09.cc and 2024-01.23.n		
Feb-24	\$ 492,883.94		\$ 492,883.94	\$ 485,615.13	\$ 251,908.66	2024-02.27.i		
Mar-24	\$ 260,053.65		\$ 260,053.65	\$ 492,883.94	\$ 19,078.37	2024-04.02.m	\$ 161,605.50	\$ 85,589.84
Apr-24	\$ 523,001.99		\$ 523,001.99	\$ 260,053.65	\$ 282,026.71	2024-04.16.v		
May-24	\$ 858,648.74		\$ 858,648.74	\$ 1,140,675.45	\$ -	2024-07.09.ff		
Jun-24	\$ 522,826.84		\$ 522,826.84	\$ 522,826.84	\$ -	2024-08.20.l	\$ 82,158.83	\$ 38,000.00
Jul-24	\$ 560,770.96		\$ 560,770.96	\$ -	\$ 560,770.96			
Aug-24	\$ 563,687.03		\$ 563,687.03	\$ -	\$ 1,124,457.99			
Sep-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 1,679,753.99		\$ 165,991.00	\$ 46,699.00
Oct-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 2,235,049.99			
Nov-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 2,790,345.99			
Dec-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 3,345,641.99		\$ 161,605.50	\$ 77,256.50
Total	\$ 6,493,938.17	\$ -	\$ 6,493,938.17	\$ 4,169,672.10	N/A	Totals	\$ 571,360.83	\$ 247,545.34

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
Adult Protective Service JFSCAAPS								
	JFSSSF24 - GRF	JFSA776		510050	144.36	0.00	0.00	144.36
				Total:	144.36	0.00	0.00	144.36
	JFSSSF25 - GRF	JFSA776		510050	476.40	80.22	0.00	556.62
		JFSSAS700	JFSSAS723	426053	(2.56)	(137.15)	0.00	(139.71)
		JFSSAS700	JFSSAS723	501001	25,635.62	26,054.95	0.00	51,690.57
		JFSSAS700	JFSSAS723	510050	399.57	18.13	0.00	417.70
		JFSSAS700	JFSSAS723	521092	797.23	1,033.44	0.00	1,830.67
				Total:	27,306.26	27,049.59	0.00	54,355.85
Benefit Bridge Non-TANF JFSCABNT								
	JFSSSF24 - GRF	JFSA679		510050	0.00	405.00	0.00	405.00
		JFSA679		510065	5,000.00	0.00	0.00	5,000.00
		JFSA681		510050	116.79	508.31	0.00	625.10
		JFSA682		510050	360.00	0.00	0.00	360.00
		JFSA685		510050	0.00	4,300.00	0.00	4,300.00
		JFSA688		510050	0.00	1,929.39	0.00	1,929.39
		JFSSAI105	JFSSAI126	426053	(1.89)	(234.03)	0.00	(235.92)
		JFSSAI105	JFSSAI126	501001	15,254.09	15,568.74	0.00	30,822.83
		JFSSAI105	JFSSAI126	510050	14.85	0.66	0.00	15.51
		JFSSAI105	JFSSAI126	521092	188.20	336.12	0.00	524.32
				Total:	20,932.04	22,814.19	0.00	43,746.23
Benefit Bridge TANF Admin JFSCABTA								
	JFSCTF24 - 3V60	JFSSAI105	JFSSAI124	426053	(0.16)	(19.53)	0.00	(19.69)
		JFSSAI105	JFSSAI124	501001	1,272.89	1,299.14	0.00	2,572.03
		JFSSAI105	JFSSAI124	510050	1.24	0.05	0.00	1.29
		JFSSAI105	JFSSAI124	521092	15.71	28.05	0.00	43.76
				Total:	1,289.68	1,307.71	0.00	2,597.39
Benefit Bridge TANF Reg JFSCABTR								
	JFSCTF23 - 3V60	JFSA660		510050	2,790.87	0.00	0.00	2,790.87
		JFSA661		510050	825.00	0.00	0.00	825.00
		JFSA662		510050	181.65	0.00	0.00	181.65
		JFSA667		510050	100.00	0.00	0.00	100.00
		JFSA669		510050	100.62	0.00	0.00	100.62
				Total:	3,998.14	0.00	0.00	3,998.14
	JFSCTF24 - 3V60	JFSA660		510050	1,667.94	7,267.27	0.00	8,935.21
		JFSA660		510065	0.00	(1,470.74)	0.00	(1,470.74)

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
Quarter Ending: September 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSCF24 - 3V60	JFSFA661		510050	473.00	1,750.00	0.00	2,223.00
		JFSFA662		510050	393.19	798.45	0.00	1,191.64
		JFSFA663		510050	1,082.82	275.00	0.00	1,357.82
		JFSFA664		510050	0.00	325.00	0.00	325.00
		JFSFA667		510050	5,000.00	12,358.24	0.00	17,358.24
		JFSFA668		510050	0.00	334.90	0.00	334.90
		JFSFA669		510050	2,237.66	12,085.96	0.00	14,323.62
		JFSSAI105	JFSSAI125	426053	(0.16)	(19.53)	0.00	(19.69)
		JFSSAI105	JFSSAI125	501001	1,272.89	1,299.14	0.00	2,572.03
		JFSSAI105	JFSSAI125	510050	1.24	0.05	0.00	1.29
		JFSSAI105	JFSSAI125	521092	15.71	28.05	0.00	43.76
Total:					12,144.29	35,031.79	0.00	47,176.08

CCMEP TANF Admin - CDJFS Lead JFSCACMA

	JFSCF24 - 3V60	JFSFA400		510050	0.00	469.06	0.00	469.06
Total:					0.00	469.06	0.00	469.06

CCMEP TANF Reg - CDJFS Lead JFSCACMP

	JFSCF24 - 3V60	JFSFA403		510050	23,219.76	(2,850.79)	0.00	20,368.97
		JFSFA404		203300	0.00	42,573.56	0.00	42,573.56
		JFSFA404		203310	0.00	16,567.00	0.00	16,567.00
		JFSFA404		510050	3,680.49	19,694.82	0.00	23,375.31
		JFSFA404		521092	1,407.00	716.50	0.00	2,123.50
		JFSSAI106	JFSSAI120	426053	(2.21)	(273.03)	0.00	(275.24)
		JFSSAI106	JFSSAI120	501001	17,795.76	18,162.83	0.00	35,958.59
		JFSSAI106	JFSSAI120	510050	17.32	0.77	0.00	18.09
		JFSSAI106	JFSSAI120	521092	219.56	392.12	0.00	611.68
		JFSSAI106	JFSSAI121	426053	(0.15)	(19.45)	0.00	(19.60)
		JFSSAI106	JFSSAI121	501001	1,272.89	1,299.14	0.00	2,572.03
		JFSSAI106	JFSSAI121	510050	1.24	0.07	0.00	1.31
		JFSSAI106	JFSSAI121	521092	15.73	28.04	0.00	43.77
Total:					47,627.39	96,291.58	0.00	143,918.97

Child Care Administration JFSCAADM

	JFSCD24 - 3H70	JFSSAI500	JFSSAI503	426053	(2.37)	(292.56)	0.00	(294.93)
		JFSSAI500	JFSSAI503	501001	19,068.65	19,461.97	0.00	38,530.62
		JFSSAI500	JFSSAI503	510050	18.56	0.82	0.00	19.38
		JFSSAI500	JFSSAI503	521092	235.27	420.16	0.00	655.43
Total:					19,320.11	19,590.39	0.00	38,910.50

Child Care Collections JFSCACCR

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	JFSCCD24 - 3H70	JFSA940		452525	0.00	(195.24)	0.00	(195.24)
				Total:	0.00	(195.24)	0.00	(195.24)
<u>Child Care Non-Admin JFSCACCA</u>								
	JFSCCD24 - 3H70	JFSSAI500	JFSSAI500	426053	(2.05)	(253.57)	0.00	(255.62)
		JFSSAI500	JFSSAI500	501001	16,526.98	16,867.88	0.00	33,394.86
		JFSSAI500	JFSSAI500	510050	16.09	0.72	0.00	16.81
		JFSSAI500	JFSSAI500	521092	203.92	364.18	0.00	568.10
				Total:	16,744.94	16,979.21	0.00	33,724.15
<u>Child Welfare Services JFSCACWS</u>								
	JFSSSF25 - GRF	JFSSAS760	JFSSAS753	426053	(2.30)	(123.45)	0.00	(125.75)
		JFSSAS760	JFSSAS753	501001	23,075.42	23,452.89	0.00	46,528.31
		JFSSAS760	JFSSAS753	510050	359.67	16.31	0.00	375.98
		JFSSAS760	JFSSAS753	521092	717.61	930.23	0.00	1,647.84
		JFSSAS760	JFSSAS761	426053	(12.40)	(665.18)	0.00	(677.58)
		JFSSAS760	JFSSAS761	501001	124,337.80	126,371.68	0.00	250,709.48
		JFSSAS760	JFSSAS761	510050	1,938.00	87.90	0.00	2,025.90
		JFSSAS760	JFSSAS761	521092	3,866.69	5,012.37	0.00	8,879.06
		JFSSAS760	JFSSAS769	426053	(26.60)	(1,426.40)	0.00	(1,453.00)
		JFSSAS760	JFSSAS769	501001	266,625.01	270,986.42	0.00	537,611.43
		JFSSAS760	JFSSAS769	510050	4,155.76	188.45	0.00	4,344.21
		JFSSAS760	JFSSAS769	521092	8,291.58	10,748.34	0.00	19,039.92
		JFSSAS760	JFSSAS770	426053	(2.05)	(109.73)	0.00	(111.78)
		JFSSAS760	JFSSAS770	501001	20,509.61	20,845.11	0.00	41,354.72
		JFSSAS760	JFSSAS770	510050	319.67	14.51	0.00	334.18
		JFSSAS760	JFSSAS770	521092	637.81	826.80	0.00	1,464.61
		JFSSAS760	JFSSAS771	426053	(1.02)	(54.84)	0.00	(55.86)
		JFSSAS760	JFSSAS771	501001	10,252.00	10,419.70	0.00	20,671.70
		JFSSAS760	JFSSAS771	510050	159.79	7.25	0.00	167.04
		JFSSAS760	JFSSAS771	521092	318.82	413.29	0.00	732.11
		JFSSAS760	JFSSAS774	426053	(0.64)	(34.30)	0.00	(34.94)
		JFSSAS760	JFSSAS774	501001	6,411.71	6,516.59	0.00	12,928.30
		JFSSAS760	JFSSAS774	510050	99.94	4.53	0.00	104.47
		JFSSAS760	JFSSAS774	521092	199.39	258.46	0.00	457.85
		JFSSAS760	JFSSAS778	426053	(1.02)	(54.84)	0.00	(55.86)
		JFSSAS760	JFSSAS778	501001	10,252.00	10,419.70	0.00	20,671.70
		JFSSAS760	JFSSAS778	510050	159.79	7.25	0.00	167.04

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	JFSSSF25 - GRF	JFSSAS760	JFSSAS778	521092	318.82	413.29	0.00	732.11
		JFSSAS760	JFSSAS779	426053	(0.12)	(6.85)	0.00	(6.97)
		JFSSAS760	JFSSAS779	501001	1,280.10	1,301.04	0.00	2,581.14
		JFSSAS760	JFSSAS779	510050	19.95	0.91	0.00	20.86
		JFSSAS760	JFSSAS779	521092	39.81	51.60	0.00	91.41
		JFSSAS760	JFSSAS780	426053	(0.26)	(13.73)	0.00	(13.99)
		JFSSAS760	JFSSAS780	501001	2,565.80	2,607.78	0.00	5,173.58
		JFSSAS760	JFSSAS780	510050	39.99	1.82	0.00	41.81
		JFSSAS760	JFSSAS780	521092	79.79	103.43	0.00	183.22
		JFSSAS760	JFSSAS781	426053	(2.56)	(137.15)	0.00	(139.71)
		JFSSAS760	JFSSAS781	501001	25,635.62	26,054.95	0.00	51,690.57
		JFSSAS760	JFSSAS781	510050	399.57	18.13	0.00	417.70
		JFSSAS760	JFSSAS781	521092	797.23	1,033.44	0.00	1,830.67
		JFSSAS760	JFSSAS784	426053	(2.30)	(123.45)	0.00	(125.75)
		JFSSAS760	JFSSAS784	501001	23,075.42	23,452.89	0.00	46,528.31
		JFSSAS760	JFSSAS784	510050	359.67	16.31	0.00	375.98
		JFSSAS760	JFSSAS784	521092	717.61	930.23	0.00	1,647.84
		JFSSAS760	JFSSAS787	426053	(0.64)	(34.30)	0.00	(34.94)
		JFSSAS760	JFSSAS787	501001	6,411.71	6,516.59	0.00	12,928.30
		JFSSAS760	JFSSAS787	510050	99.94	4.53	0.00	104.47
		JFSSAS760	JFSSAS787	521092	199.39	258.46	0.00	457.85
		JFSSAS760	JFSSAS797	426053	(0.13)	(6.85)	0.00	(6.98)
		JFSSAS760	JFSSAS797	501001	1,280.09	1,301.03	0.00	2,581.12
		JFSSAS760	JFSSAS797	510050	19.95	0.91	0.00	20.86
		JFSSAS760	JFSSAS797	521092	39.81	51.60	0.00	91.41
		JFSSAS760	JFSSAS798	426053	(1.41)	(75.42)	0.00	(76.83)
		JFSSAS760	JFSSAS798	501001	14,097.91	14,328.51	0.00	28,426.42
		JFSSAS760	JFSSAS798	510050	219.74	9.97	0.00	229.71
		JFSSAS760	JFSSAS798	521092	438.42	568.32	0.00	1,006.74
		Total:			560,770.96	563,687.03	0.00	1,124,457.99
CSEA Transfer JFSCACSX								
	JFSOLS25 - GRF	JFSFA050		426053	(18.03)	(951.71)	0.00	(969.74)
		JFSFA050		501001	16,956.75	15,015.82	0.00	31,972.57
		JFSFA050		510050	0.00	116.73	0.00	116.73
		JFSFA050		521092	1,488.16	943.50	0.00	2,431.66
		Total:			18,426.88	15,124.34	0.00	33,551.22

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CSEA TRANSFER TO PA JFSCACTR								
	JFSOLS25 - GRF	JFSFA907		471000	(18,308.01)	(18,426.88)	0.00	(36,734.89)
Total:					(18,308.01)	(18,426.88)	0.00	(36,734.89)
Food Assistance JFSCAFSP								
	JFSCFB24 - 3840	JFSSAI300	JFSSAI300	426053	(1.81)	(224.30)	0.00	(226.11)
		JFSSAI300	JFSSAI300	501001	14,619.71	14,921.26	0.00	29,540.97
		JFSSAI300	JFSSAI300	510050	14.23	0.63	0.00	14.86
		JFSSAI300	JFSSAI300	521092	180.37	322.13	0.00	502.50
		JFSSAI300	JFSSAI302	426053	(0.63)	(78.02)	0.00	(78.65)
		JFSSAI300	JFSSAI302	501001	5,085.38	5,190.27	0.00	10,275.65
		JFSSAI300	JFSSAI302	510050	4.95	0.22	0.00	5.17
		JFSSAI300	JFSSAI302	521092	62.73	112.05	0.00	174.78
		JFSSAI300	JFSSAI306	426053	(0.08)	(9.76)	0.00	(9.84)
		JFSSAI300	JFSSAI306	501001	636.44	649.57	0.00	1,286.01
		JFSSAI300	JFSSAI306	510050	0.62	0.03	0.00	0.65
		JFSSAI300	JFSSAI306	521092	7.85	14.02	0.00	21.87
Total:					20,609.76	20,898.10	0.00	41,507.86
	JFSOLS25 - GRF	JFSFA751		885500	9,105.04	9,105.04	0.00	18,210.08
Total:					9,105.04	9,105.04	0.00	18,210.08
Food Assistance Refunds JFSCAFSR								
	JFSSFB24B - 3840	JFSFA980		470604	(7,015.82)	(7,654.42)	0.00	(14,670.24)
Total:					(7,015.82)	(7,654.42)	0.00	(14,670.24)
Income Maintenance JFSCASIM								
	JFSFSF25 - GRF	JFSFA750		887500	(9,105.04)	(9,105.04)	0.00	(18,210.08)
		JFSSAI300	JFSSAI300	426053	(1.82)	(224.30)	0.00	(226.12)
		JFSSAI300	JFSSAI300	501001	14,619.71	14,921.26	0.00	29,540.97
		JFSSAI300	JFSSAI300	510050	14.23	0.63	0.00	14.86
		JFSSAI300	JFSSAI300	521092	180.38	322.14	0.00	502.52
		JFSSAI300	JFSSAI302	426053	(0.63)	(78.03)	0.00	(78.66)
		JFSSAI300	JFSSAI302	501001	5,085.39	5,190.29	0.00	10,275.68
		JFSSAI300	JFSSAI302	510050	4.95	0.22	0.00	5.17
		JFSSAI300	JFSSAI302	521092	62.75	112.06	0.00	174.81
		JFSSAI300	JFSSAI306	426053	(0.08)	(9.77)	0.00	(9.85)
		JFSSAI300	JFSSAI306	501001	636.45	649.57	0.00	1,286.02
		JFSSAI300	JFSSAI306	510050	0.62	0.02	0.00	0.64
		JFSSAI300	JFSSAI306	521092	7.86	14.03	0.00	21.89
Total:					11,504.77	11,793.08	0.00	23,297.85

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Medicaid Income Maintenance JFSCAMIM								
	MCDSMT25 - GRF	JFSFA650		887500	(11,249.54)	(11,249.54)	0.00	(22,499.08)
		JFSSAI200	JFSSAI210	426053	0.00	(220.69)	0.00	(220.69)
		JFSSAI200	JFSSAI210	501001	22,172.62	23,025.77	0.00	45,198.39
		JFSSAI200	JFSSAI210	510050	24.43	(19.08)	0.00	5.35
		JFSSAI200	JFSSAI210	521092	52.58	390.11	0.00	442.69
		JFSSAI200	JFSSAI211	426053	(0.71)	(87.76)	0.00	(88.47)
		JFSSAI200	JFSSAI211	501001	5,719.78	5,837.76	0.00	11,557.54
		JFSSAI200	JFSSAI211	510050	5.57	0.25	0.00	5.82
		JFSSAI200	JFSSAI211	521092	70.58	126.04	0.00	196.62
		JFSSAI200X	JFSSAI210X	426053	(6.23)	(328.88)	0.00	(335.11)
		JFSSAI200X	JFSSAI210X	501001	5,859.80	5,189.08	0.00	11,048.88
		JFSSAI200X	JFSSAI210X	510050	0.00	40.35	0.00	40.35
		JFSSAI200X	JFSSAI210X	521092	514.26	326.05	0.00	840.31
		JFSSAI201	JFSSAI210	426053	(1.30)	(160.85)	0.00	(162.15)
		JFSSAI201	JFSSAI210	501001	10,483.76	10,700.01	0.00	21,183.77
		JFSSAI201	JFSSAI210	510050	10.20	0.45	0.00	10.65
		JFSSAI201	JFSSAI210	521092	129.35	231.01	0.00	360.36
				Total:	33,785.15	33,800.08	0.00	67,585.23
Medicaid JFSCAMDC								
	JFSOLS25 - GRF	JFSFA651		885500	11,249.54	11,249.54	0.00	22,499.08
				Total:	11,249.54	11,249.54	0.00	22,499.08
	MCDFMT24 - 3F01	JFSSAI200	JFSSAI210	426053	0.00	(662.06)	0.00	(662.06)
		JFSSAI200	JFSSAI210	501001	66,517.84	69,077.29	0.00	135,595.13
		JFSSAI200	JFSSAI210	510050	73.28	(57.25)	0.00	16.03
		JFSSAI200	JFSSAI210	521092	157.73	1,170.31	0.00	1,328.04
		JFSSAI200	JFSSAI211	426053	(0.71)	(87.75)	0.00	(88.46)
		JFSSAI200	JFSSAI211	501001	5,719.77	5,837.75	0.00	11,557.52
		JFSSAI200	JFSSAI211	510050	5.56	0.24	0.00	5.80
		JFSSAI200	JFSSAI211	521092	70.56	126.02	0.00	196.58
		JFSSAI200X	JFSSAI210X	426053	(6.23)	(328.89)	0.00	(335.12)
		JFSSAI200X	JFSSAI210X	501001	5,859.80	5,189.09	0.00	11,048.89
		JFSSAI200X	JFSSAI210X	510050	0.00	40.36	0.00	40.36
		JFSSAI200X	JFSSAI210X	521092	514.26	326.06	0.00	840.32
				Total:	78,911.86	80,631.17	0.00	159,543.03
Medicaid NET Federal JFSCAMNE								
	MCDFMT24 - 3F01	JFSFA850		510050	69,947.51	58,823.26	0.00	128,770.77

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MCDFMT24 - 3F01								
		JFSSAI200	JFSSAI217	426053	(0.08)	(9.76)	0.00	(9.84)
		JFSSAI200	JFSSAI217	501001	636.44	649.57	0.00	1,286.01
		JFSSAI200	JFSSAI217	510050	0.62	0.03	0.00	0.65
		JFSSAI200	JFSSAI217	521092	7.85	14.02	0.00	21.87
		Total:			70,592.34	59,477.12	0.00	130,069.46
MCDST25 - GRF								
		JFSFA850		510050	69,947.52	58,823.27	0.00	128,770.79
		JFSSAI200	JFSSAI217	426053	(0.08)	(9.77)	0.00	(9.85)
		JFSSAI200	JFSSAI217	501001	636.45	649.57	0.00	1,286.02
		JFSSAI200	JFSSAI217	510050	0.62	0.02	0.00	0.64
		JFSSAI200	JFSSAI217	521092	7.86	14.03	0.00	21.89
		Total:			70,592.37	59,477.12	0.00	130,069.49
Medicaid Refunds JFSCAMDR								
MCDFMP24 - 3F01								
		JFSFA985		451502	(72.62)	(117.62)	0.00	(190.24)
		Total:			(72.62)	(117.62)	0.00	(190.24)
Non-Reimbursable Expenditures JFSCANNR								
JFSOLS25 - GRF								
		JFSFA899		592003	(108.33)	(108.33)	0.00	(216.66)
		JFSFA899		501001	3,805.54	7,039.23	0.00	10,844.77
		JFSFA899		510050	26,941.77	2,009.18	0.00	28,950.95
		JFSFA899		521092	598.60	492.10	0.00	1,090.70
		JFSFA899		550054	110.96	0.00	0.00	110.96
		JFSFA903		471000	(5,443.62)	(12,848.77)	0.00	(18,292.39)
		Total:			25,904.92	(3,416.59)	0.00	22,488.33
Ohio APS Program-APR JFSCAOAP								
JFSCEB21 - 3950								
		JFSFA738		510050	4,459.25	0.00	0.00	4,459.25
		JFSFA738		521092	83.59	0.00	0.00	83.59
		Total:			4,542.84	0.00	0.00	4,542.84
PCSA TRANSFER TO PA JFSCAPTR								
JFSOLS25 - GRF								
		JFSFA905		471000	(1,140,675.45)	(522,826.84)	0.00	(1,663,502.29)
		Total:			(1,140,675.45)	(522,826.84)	0.00	(1,663,502.29)
RMS CCMEP WIOA Youth In Sch JFSCAYIN								
JFSOLS25 - GRF								
		JFSSAI400	JFSSAI426	426053	(0.16)	(19.53)	0.00	(19.69)
		JFSSAI400	JFSSAI426	501001	1,272.89	1,299.14	0.00	2,572.03
		JFSSAI400	JFSSAI426	510050	1.24	0.05	0.00	1.29
		JFSSAI400	JFSSAI426	521092	15.71	28.05	0.00	43.76
		Total:			1,289.68	1,307.71	0.00	2,597.39
RMS CCMEP WIOA Youth Out Sch JFSCAYOU								
JFSOLS25 - GRF								
		JFSSAI400	JFSSAI424	426053	(1.26)	(156.05)	0.00	(157.31)

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
Quarter Ending: September 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
JFSOLS25 - GRF								
		JFSSAI400	JFSSAI424	501001	10,170.77	10,380.56	0.00	20,551.33
		JFSSAI400	JFSSAI424	510050	9.90	0.44	0.00	10.34
		JFSSAI400	JFSSAI424	521092	125.48	224.11	0.00	349.59
		Total:			10,304.89	10,449.06	0.00	20,753.95
<u>RMS Reemploy Srv Elig Assess JFSCARSP</u>								
JFSOLS25 - GRF								
		JFSSAI400	JFSSAI489	426053	(1.58)	(195.04)	0.00	(196.62)
		JFSSAI400	JFSSAI489	501001	12,712.44	12,974.65	0.00	25,687.09
		JFSSAI400	JFSSAI489	510050	12.37	0.55	0.00	12.92
		JFSSAI400	JFSSAI489	521092	156.85	280.12	0.00	436.97
		Total:			12,880.08	13,060.28	0.00	25,940.36
<u>RMS WIOA ADULT JFSCAWEO</u>								
JFSOLS25 - GRF								
		JFSSAI400	JFSSAI416	426053	(0.95)	(117.05)	0.00	(118.00)
		JFSSAI400	JFSSAI416	501001	7,629.10	7,786.47	0.00	15,415.57
		JFSSAI400	JFSSAI416	510050	7.43	0.33	0.00	7.76
		JFSSAI400	JFSSAI416	521092	94.13	168.10	0.00	262.23
		Total:			7,729.71	7,837.85	0.00	15,567.56
<u>RMS WIOA DISLOCATED WORKER JFSCAWEI</u>								
JFSOLS25 - GRF								
		JFSSAI400	JFSSAI417	426053	(0.16)	(19.53)	0.00	(19.69)
		JFSSAI400	JFSSAI417	501001	1,272.89	1,299.14	0.00	2,572.03
		JFSSAI400	JFSSAI417	510050	1.24	0.05	0.00	1.29
		JFSSAI400	JFSSAI417	521092	15.71	28.05	0.00	43.76
		Total:			1,289.68	1,307.71	0.00	2,597.39
<u>STATE CHILDREN HEALTH INC PROG JFSCASCH</u>								
MCDFSH24 - 3F01								
		JFSSAI201	JFSSAI210	426053	(3.91)	(482.79)	0.00	(486.70)
		JFSSAI201	JFSSAI210	501001	31,468.08	32,117.16	0.00	63,585.24
		JFSSAI201	JFSSAI210	510050	30.63	1.37	0.00	32.00
		JFSSAI201	JFSSAI210	521092	388.26	693.38	0.00	1,081.64
		Total:			31,883.06	32,329.12	0.00	64,212.18
<u>TANF ADC Collections JFSCATAC</u>								
JFSSTF24B - 3V60								
		JFSFA912		451502	(150.00)	(205.00)	0.00	(355.00)
		Total:			(150.00)	(205.00)	0.00	(355.00)
<u>TANF Administration JFSCACC2</u>								
JFSCTF24 - 3V60								
		JFSSAI100	JFSSAI116	426053	(6.78)	(838.68)	0.00	(845.46)
		JFSSAI100	JFSSAI116	501001	54,664.28	55,791.81	0.00	110,456.09
		JFSSAI100	JFSSAI116	510050	53.20	2.37	0.00	55.57
		JFSSAI100	JFSSAI116	521092	674.45	1,204.51	0.00	1,878.96
		JFSSAI102	JFSSAI100	426053	(5.05)	(624.10)	0.00	(629.15)

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
Quarter Ending: September 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSC TF24 - 3V60	JFSSAI102	JFSSAI100	501001	40,678.95	41,518.02	0.00	82,196.97
		JFSSAI102	JFSSAI100	510050	39.59	1.76	0.00	41.35
		JFSSAI102	JFSSAI100	521092	501.89	896.34	0.00	1,398.23
				Total:	96,600.53	97,952.03	0.00	194,552.56
TANF Regular JFSCATFR								
	JFSC TF24 - 3V60	JFSFA170		510050	9,458.12	155,519.07	0.00	164,977.19
		JFSFA171		510050	17,472.89	20,853.22	0.00	38,326.11
		JFSFA172		510050	13,777.36	7,421.07	0.00	21,198.43
		JFSFA242		510050	6,328.80	3,602.54	0.00	9,931.34
		JFSFA440		510050	20,912.00	0.00	0.00	20,912.00
		JFSSAI100	JFSSAI117	426053	(1.26)	(156.05)	0.00	(157.31)
		JFSSAI100	JFSSAI117	501001	10,170.77	10,380.56	0.00	20,551.33
		JFSSAI100	JFSSAI117	510050	9.90	0.44	0.00	10.34
		JFSSAI100	JFSSAI117	521092	125.48	224.11	0.00	349.59
				Total:	78,254.06	197,844.96	0.00	276,099.02
TANF SUMMER YOUTH JFSCATSE								
	JFSC TF24 - 3V60	JFSFA128		510050	2,768.70	3,867.76	0.00	6,636.46
				Total:	2,768.70	3,867.76	0.00	6,636.46
Title XX - Base Subsidy JFSCAXXB								
	JFSCSS24 - 3960	JFSSAI700	JFSSAI701	426053	(0.47)	(58.53)	0.00	(59.00)
		JFSSAI700	JFSSAI701	501001	3,814.55	3,893.23	0.00	7,707.78
		JFSSAI700	JFSSAI701	510050	3.71	0.16	0.00	3.87
		JFSSAI700	JFSSAI701	521092	47.06	84.06	0.00	131.12
				Total:	3,864.85	3,918.92	0.00	7,783.77
WEEKLY DRAW DEPOSITS FOR PA JFSCAWKD								
	JFSOLS25 - GRF	JFSFA908		470950	(676,104.05)	(483,369.12)	0.00	(1,159,473.17)
				Total:	(676,104.05)	(483,369.12)	0.00	(1,159,473.17)
				LAA23 Total:	(529,957.07)	418,439.83	0.00	(111,517.24)
				Grand Total:	(529,957.07)	418,439.83	0.00	(111,517.24)

Signature Page

Resolution No. 2024-09.24.s

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving a Fund to Fund transfer from the Prosecutor’s Local Match Allocation to Fund 2784 (Sub-Fund 8321) for Grant Year 2024/2025.

[Prosecutor Victim/Witness]

WHEREAS, unanticipated revenue will be collected for Fund 2784 Sub-Fund 8321; and

WHEREAS, unanticipated funds represent a Federal grant for 2024/2025 from Victims of Crime Act (VOCA) administered by the Ohio Attorney General, and

WHEREAS, monies will be used for salaries and benefits for the Prosecutor’s Victim Assistance staff to assist victims of felony crimes prosecuted by the Prosecutor’s Office; and

WHEREAS, it is necessary to transfer cash match and additional funds to match grant funding to be received in Grant Year 2024/2025; and

WHEREAS, a fund to fund transfer will allow proper accounting in the 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 funds by means of a fund to fund transfer in the amount of \$157,000.00 is hereby authorized as follows:

From:	21100100 700213 Allocation – Prosecutor	\$157,000.00
To:	21832100 439120 Transfer in Cash Match	\$30,000.00
To:	21832100 439121 Transfer in non-match cash	\$127,000.00

Prepared by: Lynette Barnhart, Prosecutor’s Office
cc: Staci Knisley, Commissioners’ Office

Signature Page

Resolution No. 2024-09.24.t

A Resolution Approving a Fund-to-Fund Transfer from the Prosecutor's Local Match Allocation to Fund 2784, Sub Fund 8321, for Grant Year 2024/2025

(Fairfield County Prosecutor)

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.

2024-09.24.u

A resolution to approve a Development Agreement for the Fairfield Career Center subdivision [Regional Planning]

WHEREAS, the developer of Fairfield Career Center has executed the required development agreement for said subdivision.

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

Section 1. That this Board hereby approves and authorizes itself to execute said development agreement attached as Exhibit A for the Fairfield Career Center subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning

DEVELOPMENT AGREEMENT

This Agreement entered into this 19th ^{September, 2024} day of , by and among Board of Education Eastland JVS
dba Eastland-Fairfield Career &
Technical Schools;
(hereinafter called the "Owner"), Ruscilli Construction Co LLC (hereinafter called the "Contractor"), the
Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

WITNESS WHEREAS, the Owner wishes to develop approximately 78.19 acres in
Greenfield Township; ^{Fairfield Career Center}New Lab Building (hereinafter called the "Project"), and

WHEREAS, the Contractor has agreed to procure the bonds as required by the Agreement on behalf of the Owner, and

WHEREAS, as a result of procuring the bonds on behalf of Owner, the Contractor has agreed to be bound by the following terms and conditions of the Agreement, and

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner, the Contractor, and the County, in consideration of the mutual covenants set forth herein, agree that:

- I. OWNER AND CONTRACTOR RESPONSIBILITIES: The Owner and Contractor will:
- 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
 - 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
 - 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
 - a. Roads and parking areas, graded full width and paved including drainage structures and other improvements all as shown on the County Standard Drawings and required for this project;
 - b. Monuments, stakes and all survey control required;
 - c. All other improvements shown on the construction drawings as approved by the County. (Such as grading and seeding).
 - 1.4 Await the County's approval of the construction drawings and specifications before beginning any construction work.
 - 1.5 Guarantee that the labor, material and equipment used to develop the Project meets the County requirements by providing at least one of the following:

- a. A performance bond equal to the estimated construction cost of the public improvements that must be issued at the time the Agreement is executed by the parties; or
- b. A performance bond equal to the estimated construction cost of the public improvements issued by the Contractor naming Fairfield County Board of Commissioners as a Co-Obligee and as approved by Fairfield County Regional Planning Commission. This bond must be in place at the time Agreement is executed by the parties; or
- c. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- d. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.
That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.
That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

1.6 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least three years, by providing at least one of the following:

- a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements; or
- b. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements as issued by the Contractor naming the Fairfield County Board of Commissioners as a Co-Obligee and as approved by the Fairfield County Regional Planning Commission
- c. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- d. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.]
- 1.7 Provide any additional maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s). The County Inspector shall determine the adequacy of this additional guarantee.
- 1.8 Provide a written request for the maintenance guarantee release upon completion of at least three years maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to this Project have been paid in full.
- 1.9 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.10 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County Engineer.
- 1.11 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.
- 1.12. Prior to the County's acceptance of the Project, the Phase 2-Coonpath Road Turn Lane Improvements shall be constructed, operational, and ready for use by the date of substantial completion/occupancy of the Phase 1-Private Site Improvements, including but not limited to the construction of the new lab building as depicted in the attached Exhibit A.

II GENERAL TERMS:

- 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
- 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.
- 2.3 The Owner and Contractor shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at their own cost and expense, any suit or action brought against the County.
- 2.4 By signing this Agreement, the Owner and the Contractor acknowledges possession of copies of the:
 - a. Fairfield County Water, Drainage and Sewage Regulations.
 - b. Fairfield County Construction and Material Specifications.


and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

- 2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner and/or Contractor, the County may take any of the following actions:
 - a. Stop all work on the Project forthwith;
 - b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
 1. Holding the bonding company responsible,
 2. Using the certified check or proceeds thereof,
 3. Using the funds in the escrow account, or
 4. Draw on the letters of credit.
 - c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner and Contractor does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.


- 2.6 This Agreement represents the entire and integrated agreement between the Owner, Contractor, and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by the Owner, Contractor, and County.
- 2.7 The Owner, Contractor, and County each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner, Contractor or the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner, the Contractor, and the County.
- 2.8 Notices: Any notice required by the Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.
- 2.9 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Owner and the Contractor the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this agreement on the day and year first above written.



Owner
Print Name: *Dawn K Lemley*



Contractor
Print Name: *ANDREW FREDERAKE*

APPROVED:

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Date: _____

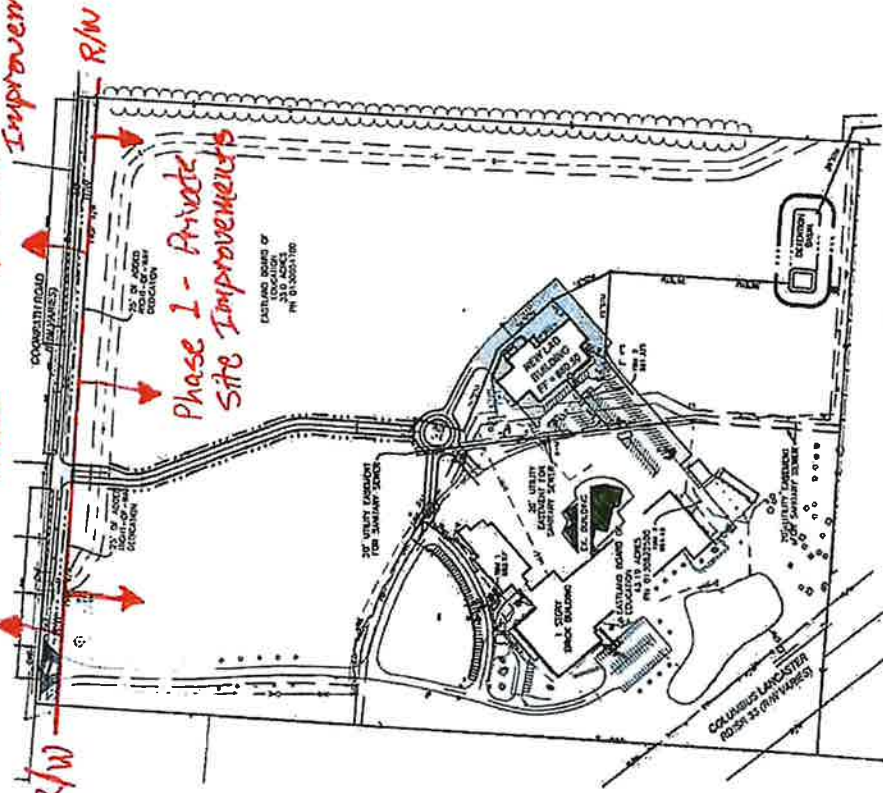
DEVELOPMENT AGREEMENT



FINAL PLANS FOR FAIRFIELD CAREER CENTER NEW LAB BUILDING

3985 COOPPATH RD NW, CARROLL, OH 43112
GREENFIELD TOWNSHIP, TOWNSHIP 15, SECTION 21 NW, RANGE 19, FAIRFIELD COUNTY, OHIO

Phase 2 - Coopath Rd Turn Lane Improvements



INDEX MAP
SCALE: 1" = 100'

These drawings and specifications are prepared in accordance with the Ohio Public Works Law, Ohio Code, Title 45, Chapter 4731, and the applicable portions of the International Building Code and the International Fire Code. It is the responsibility of the engineer to verify all information and to provide a professional seal and signature on all drawings.



VICINITY SKETCH
MAP TO SCALE

INDEX OF SHEETS

- C1 TITLE SHEET
- C2 DETAILS & DETAILS
- C3 DETAILS CONTL.
- C4 SANITARY SEWER SYSTEM
- C5 PROPOSED SEWERAGE CONTROL NOTES & DETAILS
- C6 PROPOSED SEWERAGE CONTROL & SANITARY DETAILS
- C7 WATER DETAILS
- C8 EXISTING SITE SURVEY & DEMOLITION PLAN CONTL.
- C9 SITE DEMOLITION PLAN CONTL.
- C10 EXISTING SITE SURVEY & DEMOLITION PLAN
- C11 CHANGE & EXPROPRIATION CONTROL PLAN CONTL.
- C12 CHANGE & EXPROPRIATION CONTROL PLAN
- C13 EXISTING SANITARY SEWER SYSTEM & PROPOSED SANITARY SEWER SYSTEM PLAN & PROFILES
- C14 EXISTING SANITARY SEWER SYSTEM PLAN & PROFILES
- C15 EXISTING SANITARY SEWER PROFILES

SITE DATA

OWNER: BOARD OF EDUCATION
8630 W. JACOBS RD
CINCINNATI, OH 45212

CIVIL ENGINEER: SVAWS DESIGN OPS, LLC, GLENN DODDNER, P.E.
12100 W. HANCOCK RD., SUITE 100
MCMICKEN, OHIO 43130
740-592-3140 FAX
SVAWSDESIGNOPS.COM

TRAFFIC: PH 01 1000232901
GUYTON, MO
GUYTON@TRAFICENGINEERS-INC.COM

ZONING: PH 01 5328247000
23.0 ZONES
P - PLANNED
C - COMMUNITY

SIGNATURES
DRAWN BY: DATE:
CHECKED BY: DATE:
DESIGNED BY: DATE:
SUPERVISOR: DATE:
CIVIL ENGINEER: DATE:
FAIRFIELD COUNTY ENGINEER: DATE:

HORIZONTAL REFERENCE BASIS OF BEARINGS

All bearings are based on the Ohio State Plane Coordinate System, Zone 15, North, and are referenced to the North-South meridian. All bearings are given as clockwise from the North-South meridian.

BENCHMARK REFERENCE

Vertical datums are referenced to the 1983 datum. All elevations are given as feet above sea level.

BENCHMARKS

BM 1 - 3985 COOPPATH RD NW, CARROLL, OH (ELEVATION: 1045.00)
BM 2 - 3985 COOPPATH RD NW, CARROLL, OH (ELEVATION: 1045.00)

SURVEYOR NOTES

- PROPERTY LINES ARE SHOWN FOR THE PROJECT AND ADJACENT PROPERTIES.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ALL BEARINGS ARE IN DEGREES, MINUTES, AND SECONDS.
- ALL CURVES ARE CIRCULAR AND ARE DEFINED BY THE CHORD BEARING, CHORD LENGTH, AND CURVE LENGTH.
- ALL ELEVATIONS ARE IN FEET ABOVE SEA LEVEL.
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO EXTERIOR UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO INTERIOR UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

UTILITIES

ALL UTILITIES SHOWN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEYS. THE LOCATION AND DEPTH OF ALL UTILITIES ARE APPROXIMATE. ALL UTILITIES ARE TO BE LOCATED AND DEPTHS TO BE VERIFIED BY THE CONTRACTOR. ALL UTILITIES TO BE DELETED OR RELOCATED TO BE CONFORMANCE WITH THE FOLLOWING UTILITY COMPANIES, WORK CONCEPTS AS LISTED BY OWNER:

- AMERICAN WATER WORKS COMPANY (AWWA) 1-800-443-3030
- ARIZONA WATER SERVICES (AWS) 1-800-443-3030
- ARIZONA WATER SERVICES (AWS) 1-800-443-3030
- ARIZONA WATER SERVICES (AWS) 1-800-443-3030
- ARIZONA WATER SERVICES (AWS) 1-800-443-3030

Document 00 61 13.13 - Performance Bond Form
State of Ohio Standard Requirements for Public Facility Construction

(Form of Performance Bond prescribed by Ohio Administrative Code Section 153:4-1-02)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Ruscilli Construction Co. LLC
5815 Wall Street, Dublin, OH 43017, as Principal,
and Arch Insurance Company as Sureties,
are hereby held and firmly bound unto Eastland-Fairfield Career & Technical Schools Board of Education
4300 Amalgamated Place, Groveport, OH, 43125
as Oblige(e)s, in the penal sum of Six Hundred Thirty Three Thousand Three
Hundred Thirty and 00/100 (\$633,330.00) dollars,
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

SIGNED AND SEALED this 5th day of September, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the
25th day of June, 2024, enter into a Contract with the Obligee, which said Contract is
made a part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: _____
Project Name: CTE Expansion Project
Contract Description: Construction Manager at Risk
(e.g., Construction Manager at Risk, Design-Build)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the
Principal to be done and performed according to the terms of said Contract 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 its
bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the
Work or the Contract Documents, including without limitation the Plans and Specifications.


PRINCIPAL: Ruscilli Construction Co. LLC


Principal Signature

By: 

Title: CFO

SURETY: Arch Insurance Company


Surety Signature

By: Danielle R. Capps
Attorney-in-Fact

SURETY INFORMATION:

Harborside 3, 210 Hudson Street, Suite 300
Street

Jersey City, NJ 07311-1107
City State Zip

201-743-4000
Telephone Number

SURETY AGENT'S INFORMATION:

Founders Series of Lockton Companies, LLC
Agency Name

444 W. 47th Street, Suite 900
Street

Kansas City, MO 64112-1906
City State Zip

816-960-9000
Telephone Number

Danie.Capps@lockton.com
Email Address

END OF DOCUMENT

Document 00 61 13.16 - Payment Bond Form
State of Ohio Standard Requirements for Public Facility Construction

(Form of Payment Bond prescribed by Ohio Administrative Code Section 153:4-1-02)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Ruscilli Construction Co. LLC
5815 Wall Street, Dublin, OH 43017, as Principal,
and Arch Insurance Company as Sureties,
are hereby held and firmly bound unto Eastland-Fairfield Career & Technical Schools Board of Education
4300 Amalgamated Place, Groveport, OH, 43125
as Obligee(s), in the penal sum of Six Hundred Thirty Three Thousand Three
Hundred Thirty and 00/100 (\$633,330.00) dollars,
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

SIGNED AND SEALED this 5th day of September, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the
25th day of June, 2024, enter into a Contract with the Obligee, which said Contract is
made a part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: _____
Project Name: CTE Expansion Project
Contract Description: Construction Manager at Risk
(e.g., Construction Manager at Risk, Design-Build)

NOW, THEREFORE, if the above-named Principal shall pay all lawful claims of subcontractors, material suppliers,
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 the benefit of any material supplier or laborer having a
just claim, as well as for the Obligee(s) 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 wise affect the obligations of said Surety on its
bond, and said Surety hereby waives notice of any such modifications, omissions or additions in or to the terms of the
Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

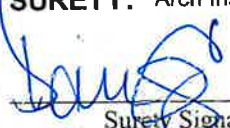
PRINCIPAL: Ruscilli Construction Co. LLC


Principal Signature

By: 

Title: CFO

SURETY: Arch Insurance Company


Surety Signature

By: Danielle R. Capps
Attorney-in-Fact

SURETY INFORMATION:

Harborside 3, 210 Hudson Street, Suite 300
Street

Jersey City, NJ 07311-1107
City State Zip

201-743-4000
Telephone Number

SURETY AGENT'S INFORMATION:

Founders Series of Lockton Companies, LLC
Agency Name

444 W. 47th Street, Suite 900
Street

Kansas City, MO 64112-1906
City State Zip

816-960-9000
Telephone Number

Danie.Capps@lockton.com
Email Address

END OF DOCUMENT

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

C. Stephens Griggs, Charles R. Teter III, Christy M. Braille, Danielle R. Capps, Debra J. Scarborough, Erin C. Lavin, Evan D. Sizemore, Hillary D. Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D. Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry and Veronica Lawver of Kansas City, MO (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of April, 2024.

Attested and Certified

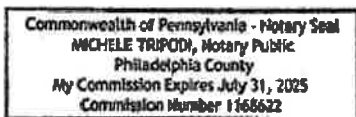
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 9, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5th day of September, 2024.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Effective Date: December 24, 1992

Expiration Date: April 1, 2025

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

ARCH INSURANCE COMPANY

NAIC No. 11150

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2023

Assets

Cash & Cash Equivalents in Banks	\$328,130,777
Bonds owned	6,481,021,338
Stocks	813,423,103
Premiums in course of collection	945,968,974
Accrued interest and other assets	1,398,321,681
Total Assets	\$ 9,966,865,873

Liabilities

Reserve for losses and adjustment expenses	\$3,580,722,897
Reserve for unearned premiums	1,770,436,315
Ceded reinsurance premiums payable	1,021,006,333
Amounts withheld or retained by company for account of others	165,467,758
Reserve for taxes, expenses and other liabilities	986,839,682
Total Liabilities	\$7,524,472,985
Surplus as regards policyholders	2,442,392,888
Total Surplus and Liabilities	\$9,966,865,873

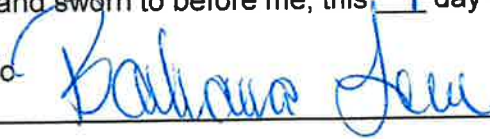
By: 
Executive Vice President, Chief
Financial Officer and Treasurer

Attest: 
Executive Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2023.

Subscribed and sworn to before me, this 7 day of March 2024

Notary Public 



Document 00 61 13.19 - Acknowledgement of Surety (CM at Risk)

State of Ohio Standard Requirements for Public Facility Construction

GMP 1.2

Project Number: _____

Project Name: CTE Expansion Project - Balance of Work GMP 1.2

Owner: Eastland-Fairfield Career & Technical Schools Board of Education

Contracting Authority: Eastland-Fairfield Career & Technical Schools Board of Education

Construction Manager ("CM"): Ruscilli Construction Co. LLC

Surety Name: Arch Insurance Company

Performance Bond No.: SU 1193920-0000

Payment Bond No.: SU 1193920-0000

Original Penal Sum: \$633,330.00

As required under the Contract between the State of Ohio, acting by and through the Contracting Authority, and the CM in connection with the Project, the Surety hereby acknowledges that the Penal Sum of each of the above-mentioned Bonds has been increased to \$13,993,326.00 (must be not less than an amount equal to 100% of the Total Compensation).

SURETY: Arch Insurance Company



Surety Signature

By: Danielle R. Capps
Attorney-in-Fact

September 5, 2024
Date

SURETY INFORMATION:

Harborside 3, 210 Hudson Street, Suite 300
Street

Jersey City, NJ 07311
City State Zip

201-743-4000
Telephone Number

SURETY AGENT'S INFORMATION:

Founders Series of Lockton Companies, LLC
Agency Name

444 W. 47th Street, Suite 900
Street

Kansas City, MO 64112
City State Zip

816-960-9000
Telephone Number

END OF DOCUMENT

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C. Stephens Griggs, Charles R. Teter III, Christy M. Braile, Danielle R. Capps, Debra J. Scarborough, Erin C. Lavin, Evan D. Sizemore, Hillary D. Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D. Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry and Veronica Lawver of Kansas City, MO (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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Attested and Certified


Regan A. Shulman, Secretary

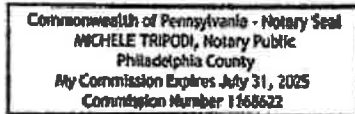


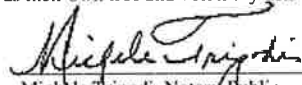
Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 9, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5th day of September, 2024.


Regan A. Shulman, Secretary

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PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

RIDER ADDING ADDITIONAL OBLIGEEES

TO BE ATTACHED to and form part of Ruscilli Construction Co. LLC, Bond No. SU 1193920-0000, issued by Arch Insurance Company, Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107 (201) 743-4000, as Surety, on behalf of Ruscilli Construction Co. LLC as Principal, and in favor of Eastland-Fairfield Career & Technical Schools Board of Education as Obligee.

Whereas, upon the written request of the Principal and Obligee, the attached bond(s) is (are) hereby amended to add Fairfield County Board of Commissioners as additional Obligees.

IT IS HEREBY understood and agreed that the above described bond(s) is (are) hereby amended to include the following paragraph:

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal or to the Surety in case it arranges for completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations required to be performed under said contract at the time and in the manner therein set forth.

The aggregate liability of the Surety hereunder to the Obligees or their assigns is limited to the penal sum stated in the bond, and Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of, all rights of the Payee, either against the Principal or against any other party liable to the Payee in connection with the loss which is the subject of the payment.

IT IS FURTHER understood and agreed that nothing herein contained shall be held to change, alter or vary the terms of the above described bond(s) except as hereinbefore set forth.

Signed, sealed and dated this 5th day of September, 2024.

ACCEPTED BY: (Obligees)

Eastland-Fairfield Career & Technical Schools Board of Education

BY: [Signature]

Fairfield County Board of Commissioners

BY: _____

PRINCIPAL:

Ruscilli Construction Co. LLC

BY: [Signature], CFO.

SURETY:

Arch Insurance Company

BY: [Signature]
Daniele R. Capps, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

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its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding **One Hundred Fifty Million Dollars (\$150,000,000.00)**. This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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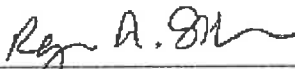
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Attested and Certified


Regan A. Shulman, Secretary

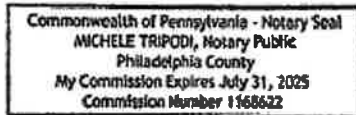



Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 9, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5th day of September, 2024.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Development Agreement for the Fairfield Career Center subdivision [Regional Planning]

(Fairfield County Regional Planning Commission)

Approved as to form on 9/20/2024 11:39:06 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.u

A Resolution to Approve a Development Agreement for the Fairfield Career Center Subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-09.24.v

A resolution to approve a Development Agreement for the Meadowmoore Reserve, Section 3 subdivision [Regional Planning]

WHEREAS, the developer of Meadowmoore Reserve, Section 3 has executed the required development agreement for said subdivision.

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

Section 1. That this Board hereby approves and authorizes itself to execute said development agreement attached as Exhibit A for the Meadowmoore Reserve, Section 3 subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Joshua T. Hillberry Regional Planner, RPC
Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

DEVELOPMENT AGREEMENT

This Agreement entered into this 12th day of September, 2024, by and between Donley Homes, Inc.; (hereinafter called the "Owner") and the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

WITNESS WHEREAS, the Owner wishes to develop approximately 28.08 acres in Violet Township; Ohio (hereinafter called the "Project"), and

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner and the County, in consideration of the mutual covenants set forth herein, agree that:

- I. OWNER RESPONSIBILITIES: The Owner will:
 - 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
 - 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
 - 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
 - a. Roads and parking areas, graded full width and paved including drainage structures and other improvements all as shown on the County Standard Drawings and required for this project;
 - b. Monuments, stakes and all survey control required;
 - c. All other improvements shown on the construction drawings as approved by the County. (Such as grading and seeding).
 - 1.4 Await the County's approval of the construction drawings and specifications before beginning any construction work.
 - 1.5 Guarantee that the labor, material and equipment used to develop the Project meets the County requirements by providing at least one of the following:

- a. A performance bond equal to the estimated construction cost of the public improvements; or
- b. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- c. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.
 That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.
 That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

1.6 Give the County at least three days notice prior to beginning any construction work and will keep the County advised of the work schedule throughout the development of the Project.

1.7 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least five years, by providing at least one of the following:

- a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements
- b. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- c. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.
- 1.8 Provide any additional maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s). The County Inspector shall determine the adequacy of this additional guarantee.
- 1.9 Provide a written request for the maintenance guarantee release upon completion of at least three years maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to this Project have been paid in full.
- 1.10 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.11 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County Engineer.
- 1.12 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.

II GENERAL TERMS:

- 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
- 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.

2.3 The Owner shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at their own cost and expense, any suit or action brought against the County.

2.4 By signing this Agreement the Owner acknowledges possession of copies of the:

- a. Fairfield County Water, Drainage and Sewage Regulations.
- b. Fairfield County Construction and Material Specifications.

and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner, the County may take any of the following actions:

- a. Stop all work on the Project forthwith;
- b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
 1. Holding the bonding company responsible,
 2. Using the certified check or proceeds thereof,
 3. Using the funds in the escrow account, or
 4. Draw on the letters of credit.
- c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.

2.6 This Agreement represents the entire and integrated agreement between the Owner and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both Owner and County.

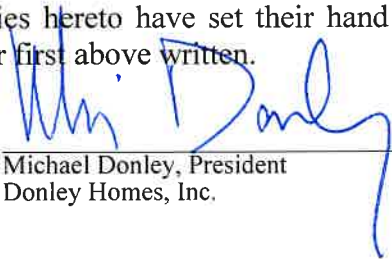
- 2.7 The Owner and County each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the County.

- 2.8 Notices: Any notice required by the Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.

- 2.9 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Owner the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this agreement on the day and year first above written.



 Michael Donley, President
 Donley Homes, Inc.

APPROVED:

FAIRFIELD COUNTY BOARD
OF COMMISSIONERS

Date: _____

DEVELOPMENT AGREEMENT

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Development Agreement for the Meadowmoore Reserve,
Section 3 subdivision [Regional Planning]

(Fairfield County Regional Planning Commission)

Approved as to form on 9/19/2024 9:34:53 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.v

A resolution to approve a Development Agreement for the Meadowmoore Reserve,
Section 3 subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$20,000.00 is hereby authorized as follows:

From: 23100101, Fringe Benefits
To: 23100101, Capital Outlay

Section 2. That the transfer of appropriations in the amount of \$350,000.00 is hereby authorized as follows:

From: 23100101, Fringe Benefits
To: 23100101, Contract Services

Prepared by: Elisa Dowdy
cc:

2024-09.24.w

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$370,000.00

From: 23100101, 5210000, Health Ins; \$20,000.00

To: 23100101, 574000, Equipment; \$20,000.00

From: 23100101, 5210000, Health Ins; \$350,000.00

To: 23100101, 530000, Contract Services; \$350,000.00

Signature Page

Resolution No. 2024-09.24.w

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 1001, General Fund

(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 an account to account transfer for MCU Fund 7858(Subfund 8342) COSSAP DOJ Grant

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account to account transfer will allow for proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$50,000.00. is hereby authorized as follows:

FROM: 78785825 Salaries
TO: 78785825 Contract Services

Section 2. That the transfer of appropriations in the amount of \$13,000.00. is hereby authorized as follows:

FROM: 78785825 Fringe Benefits
TO: 78785825 Contract Services

Prepared by: Christy Noland
cc: EMA

**A resolution authorizing an account to account transfer for MCU
Fund 7858(Subfund 8342) COSSAP DOJ Grant**

Auditor Only

\$50,000.00. is hereby authorized as follows:

FROM: 78785825 511010 Salaries
TO: 78785825 530000 Contract Services

\$13,000.00. is hereby authorized as follows:

FROM: 78785825 523000 PERS
TO: 78785825 530000 Contract Services

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2024-09.24.x

A resolution authorizing an account to account transfer for MCU Fund 7858 (Subfund 8342) COSSAP DOJ Grant

(South Central Major Crimes Unit)

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 apply for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio.

WHEREAS, the Fairfield County Board of Commissioners has pursued and implemented 34 separate agricultural easements totaling 4,494 acres with the State of Ohio through the Ohio Department of Agriculture Clean Ohio Local Agricultural Easement Purchase Program since 2002; and

WHEREAS, the Fairfield County Board of Commissioners desire to continue to support the protection of prime agricultural soils and other natural resources in accordance with the 2024 Comprehensive Plan and the 2022 Fairfield Growing Agricultural Economic Development Plan; and

WHEREAS, the County must make application for certification as local sponsor to be considered for a funding allocation by October 18, 2024, for the anticipated 2025 funding round and the County Administrator (Aundrea Cordle) must sign the application for a funding allocation consideration along with their designated local sponsor liaison, the Fairfield Soil and Water Conservation District, as they have done since 2002.

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

Section 1. That the Board of Fairfield County Commissioners hereby authorizes County Administrator (Aundrea Cordle) to sign the application for a funding allocation consideration for the 2025 Clean Ohio Local Agricultural Easement Purchase Program funding round.

Prepared by: Jonathan Ferbrache



Ohio Department of Agriculture - Office of Farmland Preservation

Local Sponsor Certification Application

For Local Agricultural Easement Purchase Program 2025

Application Deadline: Friday, October 18, 2024

A - ORGANIZATION INFORMATION	
Organization Name:	
Main Staff Contact Name:	Alternate Staff Contact Name:
Main Staff Contact Title:	Alternate Staff Contact Title:
Main Staff Contact Email:	Alternate Staff Contact Email:
Main Staff Contact Phone:	Alternate Staff Contact Phone:
Main Staff Contact Mailing Address:	Alternate Staff Contact Mailing Address: __ Same as Main Staff

B - ORGANIZATION CAPACITY- STAFF	
1. Number of years of Farmland Preservation experience of main staff contact:	Years:
2. Number of years of Farmland Preservation experience of alternate staff contact:	Years:
3. Total number of years of real estate acquisition or land preservation experience of main staff contact: (Include farmland preservation experience of main staff, B-1 above)	Years:
4. Does the organization's farmland preservation program have volunteer or professional staff experience or access to staff in the following areas (Enter number of FT=Full Time and/or PT=Part Time):	
a. Administration	Paid and/or Volunteer: FT PT
b. Fundraising	Paid and/or Volunteer: FT PT
c. Legal	Paid and/or Volunteer: FT PT
d. GIS	Paid and/or Volunteer: FT PT
e. Easement monitoring	Paid and/or Volunteer: FT PT
f. Total staff	Paid and/or Volunteer: FT PT

C - ORGANIZATION CAPACITY- BUDGET (SEE FAQs FOR MORE INFORMATION)	
1. If a local government or soil and water conservation district (SWCD), what is your annual operating budget for farmland preservation? OR If a land trust, what is your annual operating budget?	Budget:

D - ORGANIZATION CAPACITY- EASEMENTS (NOTE: QUESTIONS 3-6 REFER TO EASEMENTS THAT HAVE CLOSED – SEE FAQs FOR MORE INFO)	
1. Number of years the organization has administered an agricultural easement program:	Years:
2. Number of years the organization has administered any type of easement program (donated or purchased):	Years:

3. Number of Ohio Department of Agriculture (ODA) Agricultural Easement Purchase Program (AEPP/LAEP) closed easements managed and acres they cover:	Number:	Acres:	
4. Number of ODA Agricultural Easement Donation Program (AEDP) closed easements managed and acres:	Number:	Acres:	
5. Number of Natural Resources Conservation Service (NRCS) easements managed and number of acres they cover:	Number:	Acres:	
6. Total number of closed/secured agricultural and conservation easements managed and acres they cover regardless of funding source:	Number:	Acres:	
7. Did the organization submit their 2023 ODA Annual Monitoring Report(s) complete and on-time to ODA (by December 31, 2023)?	Yes:	No:	N/A
8. COUNTIES SERVED: List all of the counties in your service area (County/s in which your organization holds or intends to hold purchased and/or donated agricultural easements): If additional space is required, attach a separate page as Attachment D-8 .			
County 1 Name:	County 2 Name:	County 3 Name:	
County 4 Name:	County 5 Name:	County 6 Name:	
County 7 Name:	County 8 Name:	County 9 Name:	
County 10 Name:	County 11 Name:	County 12 Name:	
County 13 Name:	County 14 Name:	County 15 Name:	
County 16 Name:	County 17 Name:	County 18 Name:	
County 19 Name:	County 20 Name:	County 21 Name:	
County 22 Name:	County 23 Name:	County 24 Name:	

E – ORGANIZATION CAPACITY – OTHER

1. Does the organization have a <u>written</u> working agreement with a more experienced mentor organization? If so, provide their name and contact information:		
2. If the organization holds more than 10 easements and has been acquiring, monitoring and enforcing easements for more than five years, does the organization have a signed agreement to mentor another farmland preservation organization? If so provide the organization’s name and contact information:		
3. For Land Trusts and Charitable Groups Only: Does the organization have: *NOTE: Items E-3a through E-3e are required for participation as outlined in OAC 901-2-07(C)(4) (a-f)		
a. By-laws (stating farmland preservation as one of its purposes) - if yes, attach documentation as Attachment E-3a*	Yes:	No:
b. Governing Board – if yes, attach board list and contact information as Attachment E-3b*	Yes:	No:
c. Sound Financial Condition (balance sheet, revenue & expense statements) - if yes, attach a copy as Attachment E-3c*	Yes:	No:
d. Tax exempt status - if yes, attach documentation as Attachment E-3d*	Yes:	No:
e. Stewardship Endowment Policy - if yes, attach documentation as Attachment E-3e*	Yes:	No:
f. Annual Meeting Minutes (most recent copy) - if yes, attach documentation as Attachment E-3f	Yes:	No:
g. Accreditation (recognized by a national organization & the name of accrediting organization: - if yes, attach documentation as Attachment E-3g	Yes:	No:

F – LOCAL SUPPORT

County Number as defined in Section “D-8”, attach separate pages if more than three counties	County 1 Name:	County 2 Name:	County 3 Name:
1. Does the county have a county comprehensive land use plan or Balanced Growth Plan that is less than or equal to 10 years old and identifies the preservation of land in agriculture as a priority? If yes, enter the plan date and attach a copy of the relevant pages as Attachment F-1 . (Important note below)**	Date:	Date:	Date:
2. Has the county established Agricultural Security Area(s)?	Yes No	Yes No	Yes No
3. Has the county adopted an agricultural economic development plan? Attach a copy as Attachment F-3 . (Important note below)**	Yes No	Yes No	Yes No
4. Will your organization specifically encourage and solicit applications from landowners in areas where local governments have committed to preserve farmland?	Yes No	Yes No	Yes No
**NOTE: All plans must be highlighted/flagged by the local sponsor where it identifies the preservation of land in agriculture is a priority. If the plan was previously submitted, you must enter the application year that copy was submitted on the coversheet or submit a new copy.			

G – SERVICE AREA STATISTICS - Service area is defined as the county or counties within which the organization holds or plans to acquire easements during this funding round as shown in D-8.

County Number as defined in Section “D-8”, attach separate pages if more than three counties	County 1	County 2	County 3
1. Has the county previously received AEPP/LAEPF funds to purchase an easement? (See FAQ #19 for additional directions)	Yes No	Yes No	Yes No
2. <u>Average Market Value (AMV):</u> Enter the AMV and circle the appropriate AMV range for land in Current Agricultural Use Valuation (CAUV) for each <i>county</i> within the organization’s service area as determined by the Ohio Department of Taxation: Click here for chart G02 or see ODA website 'local sponsor'	AMV Amount:	AMV Amount:	AMV Amount:
	AMV Range: 1) 5000 + up 2) 3000-4999 3) 1500-2999 4) 800-1499	AMV Range: 1) 5000 + up 2) 3000-4999 3) 1500-2999 4) 800-1499	AMV Range: 1) 5000 + up 2) 3000-4999 3) 1500-2999 4) 800-1499
3. <u>Average Farm Size in acres:</u> Enter the average farm size in acres for each <i>county</i> in the organization’s service area as determined by NRCS: Click here for chart G03 or see ODA website 'local sponsor'	Acres:	Acres	Acres:
4. <u>County Developmental Pressure:</u> For each <i>county</i> in the organization’s service area, circle the percentage of population change using US Census data: Click here for chart G04 or see ODA website 'local sponsor'	Percentage of Change: 1) 20+ 2) 10 to 19.9 3) 5 to 9.9 4) 0 to 4.9 5) less than 0	Percentage of Change: 1) 20+ 2) 10 to 19.9 3) 5 to 9.9 4) 0 to 4.9 5) less than 0	Percentage of Change: 1) 20+ 2) 10 to 19.9 3) 5 to 9.9 4) 0 to 4.9 5) less than 0

H- SURVEY: ORGANIZATIONAL PREFERENCE (NOTE: THIS SECTION IS NOT SCORED)

<p>Which of the alternatives below will your organization use for the landowner LAEPP application?</p> <p>1. The organization will use the Office of Farmland Preservation on-line landowner application and it’s built in scoring system (ODA Standard Landowner Application). OR</p> <p>2. The organization will use the Office of Farmland Preservation on-line landowner application and it’s built in scoring system but will substitute questions in the “Other Factors” section that highlight local priorities. (ODA “Other” Landowner Application - Recommended only for experienced organizations)</p>	Using App (1. ODA Standard):	Using App (2. ODA “Other”):
--	------------------------------	-----------------------------

I- GENERAL COMMENTS (OPTIONAL – ATTACH SEPARATE SHEET IF YOU NEED ADDITIONAL SPACE)

By signing this application below, the organization agrees that it has the necessary expertise to hold, manage, monitor and enforce agricultural easements.

This information that I have provided on this application is complete and accurate to the best of my knowledge and subject to validation by the Ohio Department of Agriculture (ODA) and its affiliates. I understand that any misleading or incorrect statements or omissions may result in disqualification of the application or if the organization is certified as a local sponsor, it may be cause for immediate dismissal at any time during participation in the program.

The application for the certified local sponsor is made with the understanding that nothing contained in this application or in the granting of a review is intended to create a contract between ODA and the organization or myself for either acting as a local sponsor or for providing any benefit.

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

J- SIGNATURES			
Completed by Name (print here):		Authorized by Name (print here):	
Completed by Name (sign here):	Date:	Authorized by Name (sign here):	Date:
Completed by Title:		Authorized by Title:	

Complete application by Friday, October 18, 2024 and submit a hardcopy or electronic copy to:

Office of Farmland Preservation
Ohio Department of Agriculture
 8995 East Main Street
 Reynoldsburg, OH 43068-3342
 Fax: 614/752-2282
farmlandpres@agri.ohio.gov

Please contact us if you have any questions: Jessica Neff
 614/728-6238
jessica.neff@agri.ohio.gov



Mike DeWine, Governor

Jon Husted, Lt. Governor

Brian Baldrige, Director

Directions: Print this page; fill-in the blanks below; place this attachment coversheet in front of the appropriate attachment; place coversheet and attachment (when applicable) behind the application.

Attachment D-8

Additional Counties Served

(Attachment Coversheet 1)

Item attached

N/A for application

Directions: Print this page; fill-in the blanks below; place this attachment coversheet in front of the appropriate attachment; place coversheet and attachment (when applicable) behind the application.

Attachment E-3a

By-laws

(Attachment Coversheet 2)

Item attached

N/A for application

Same as previously submitted

Application year: _____

Enter the application year that the hard copy or electronic version was provided or attach a new copy.

Attachment E-3b

Governing Board

(Attachment Coversheet 3)

Item attached

N/A for application

Same as previously submitted

Application year: _____

1. Enter the application year that the hard copy or electronic version was provided or attach a new copy.
2. Must include board list and contact information.

Directions: Print this page; fill-in the blanks below; place this attachment coversheet in front of the appropriate attachment; place coversheet and attachment (when applicable) behind the application.

Attachment E-3c

Financial Items

(Attachment Coversheet 4)

Item attached

N/A for application

Must submit every year and must be current financials.

Attachment E-3d

Tax Exempt Status

(Attachment Coversheet 5)

Item attached (new or updated)

N/A for application

Same as previously submitted

Application year: _____

Enter the application year that the hard copy or electronic version was provided or attach a new copy.

Attachment E-3e

Stewardship Endowment Policy

(Attachment Coversheet 6)

Item attached (new or updated)

N/A for application

Same as previously submitted

Application year: _____

Enter the application year that the hard copy or electronic version was provided or attach a new copy.

Directions: Print this page; fill-in the blanks below; place this attachment coversheet in front of the appropriate attachment; place coversheet and attachment (when applicable) behind the application.

Attachment E-3f

Annual Meeting Minutes

(Attachment Coversheet 7)

Item attached

N/A for application

Must submit every year and must be current minutes.

Attachment E-3g

Accreditation

(Attachment Coversheet 8)

Item attached

(Enter Accreditation Expiration Date):

N/A for application

Same as previously submitted

Application year: _____

Enter the application year that the hard copy or electronic version was provided or attach a new copy.

Attachment F-1

Comprehensive Plan

County name: _____

(Attachment Coversheet 9)

Item attached

N/A for application

Same as previously submitted

Application year: _____

1. Enter the application year that the hard copy or electronic version was provided or attach a new copy.
2. All plans must be highlighted/ flagged by the local sponsor where it identifies the preservation of land in agriculture is a priority.

Attachment F-3

Economic Development Plan

County name: _____

(Attachment Coversheet 10)

Item attached

N/A for application

Same as previously submitted

Application year: _____

1. Enter the application year that the hard copy or electronic version was provided or attach a new copy.
2. All plans must be highlighted/flagged by the local sponsor where it identifies the preservation of land in agriculture is a priority.

2024 COMPREHENSIVE PLAN

Fairfield County
February 2024

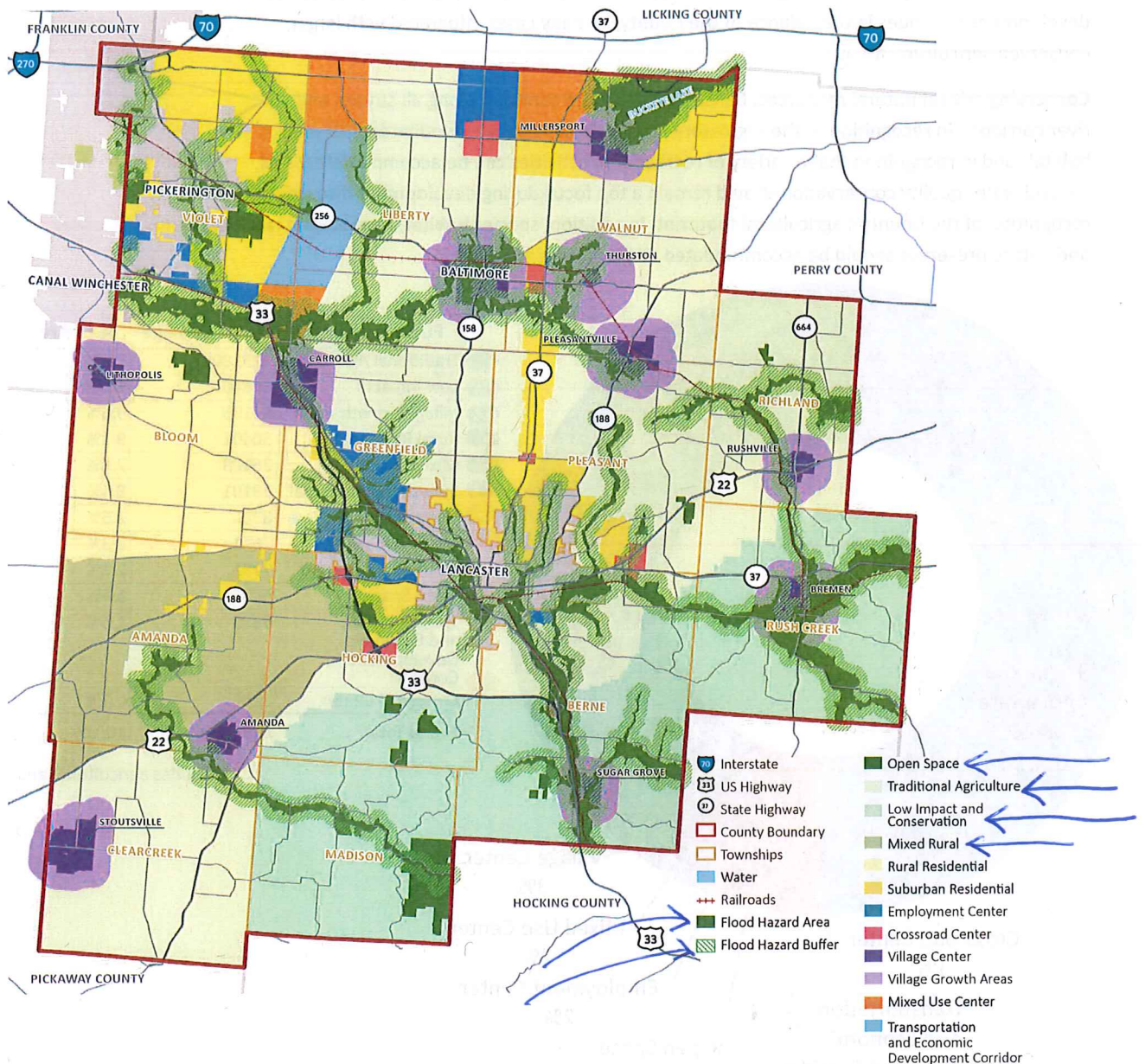
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1.4 FUTURE LAND USE

Future Land Use Map

The Future Land Use Map seeks to balance development and conservation into a seamless and integrated growth pattern that responds to the growth potential of Fairfield County. In terms of accommodating future development, the Future Land Use Plan can support about 57,730 new housing units and 40,000,000 square feet of new employment uses over time.



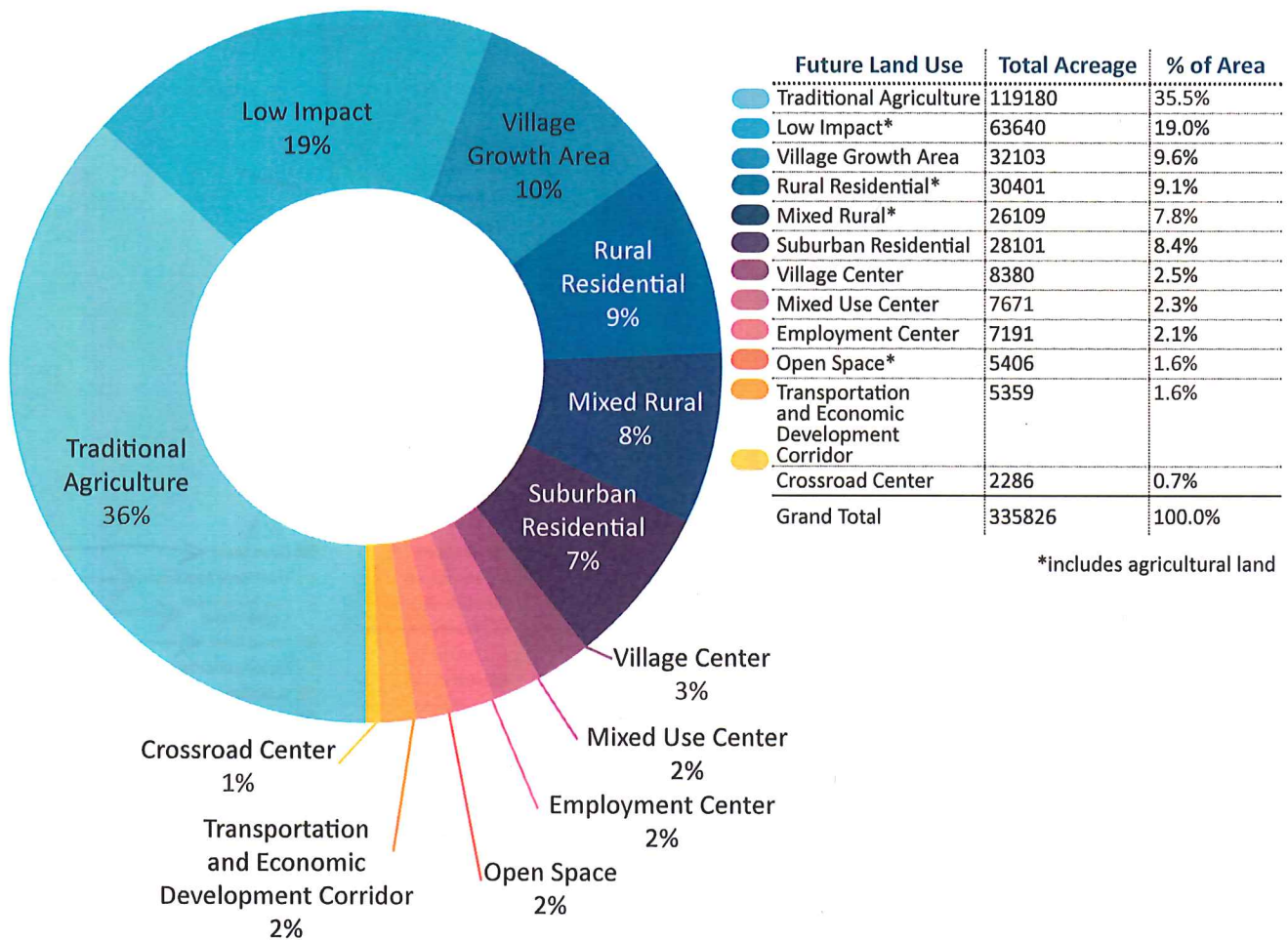
Specifically:

Prioritizing existing population centers. More intense development is focused on the existing population centers, both large (Lancaster and Pickerington) and small (Baltimore, Carroll, Pleasantville, Thurston, etc.).

Suburban development where most appropriate. Suburban-scale development is recognized and expected to continue in the northwest, as well as the northern portions of Liberty and Walnut townships given available access to I-70 and the related short commutes into Franklin and Licking counties.

Rural development pattern and agriculture in balance of the County. Less dense, residential development continues in the balance of the County, in many cases integrated with larger, conserved agricultural areas.

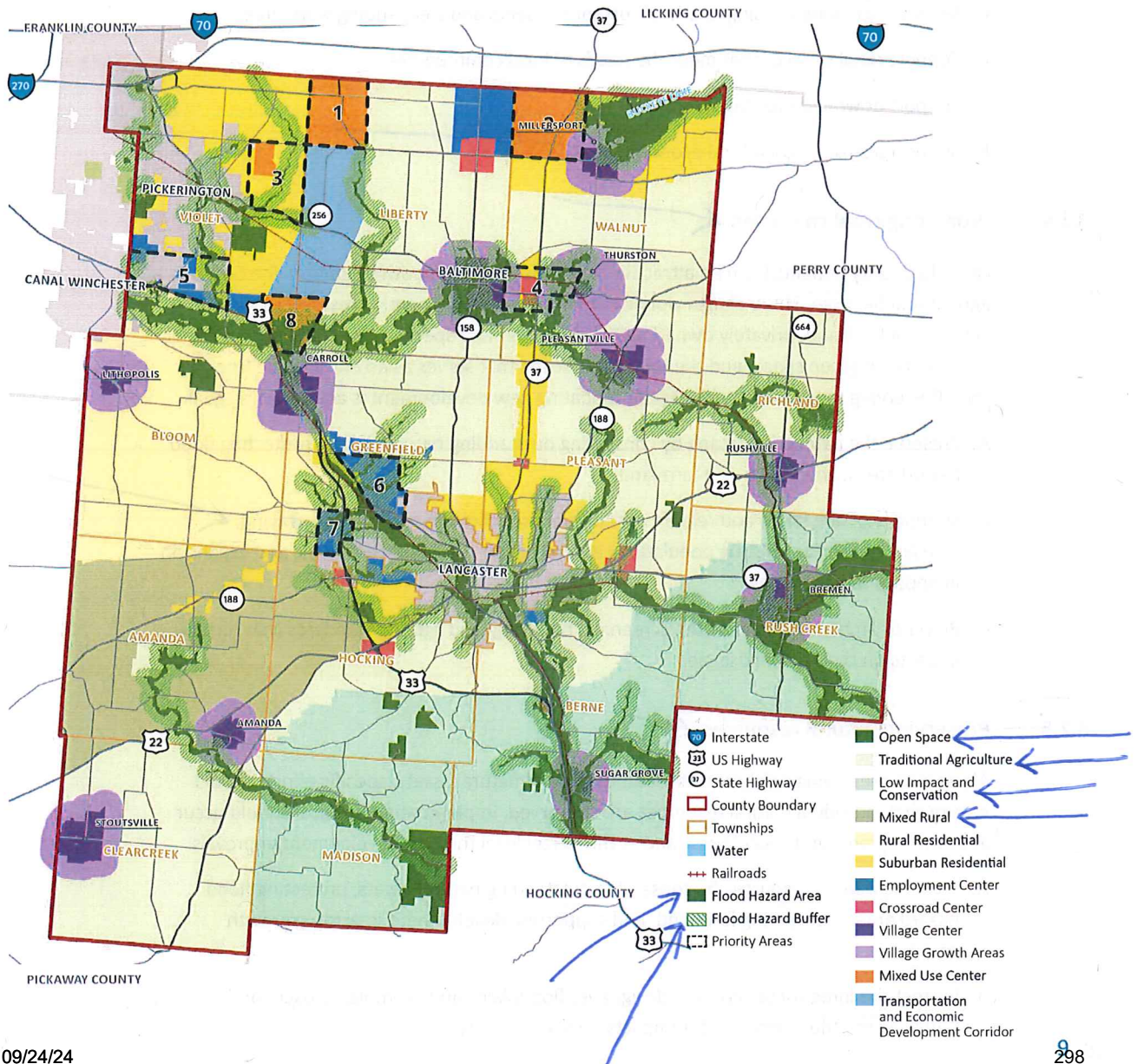
Conserving critical natural resources. Conservation should continue along all stream and river corridors, in recognition of the regulatory floodplains, extensive woodlands, and species habitat, and in recognition that a variety of recreational activities can be accommodated. Soil, air, and water quality conservation should remain a top focus during development discussions in recognition of the County's agricultural footprint. In addition, species habitat, recreational facilities, and nature preserves should be accommodated and encouraged



Priority Growth Areas

While the Comprehensive Plan provides a long-term vision for growth and development in unincorporated Fairfield County, there are growth areas that serve as priorities in which new development pressure is supported, public and private utility services are or can be available, and the supporting road network is in place (or improvements can be made).

The seven Priority Growth Areas represent a combined 5,148 acres of developable land. Based on the Future Land Use Map, the growth areas can accommodate a significant amount of short- and mid-term growth for the County, specifically 16,004 housing units and 24,455,000 square feet of employment uses. All growth areas are dependent upon the extension of public utilities to facilitate any significant development.



3.2.3 **Supporting appropriate economic expansion and workforce development, a full range of housing options to support current residents and a growing workforce, retail services that meet the needs of local communities, downtown revitalization, and a strong agricultural economy.**

The economic health of Fairfield County and individual communities is critical to the County's long-term success as a place to live and raise a family, invest, operate a business, and continue its high quality of life. Meeting housing needs, providing services throughout the County, and growing the economy is key to long term sustainability.

- A. Support employment centers with public and private utilities, supporting transportation improvements, and targeted incentives.
- B. Support workforce development.
- C. Meet the growing housing needs of current residents and a expanding workforce.
- D. Support retail services that meet the needs of local communities.
- E. Support downtown revitalization.
- F. Support a strong agricultural economy. ←

3.2.4 **Protecting rural character.** ←

Fairfield County benefits from an attractive rural landscape that both celebrates the County's agricultural heritage. This includes working family farms, permanently preserved prime agricultural farmland, privately owned nature preserves and species habitat, numerous scenic streams, open green space, and the rolling landscape that serves as an entry to the Hocking Hills. Preserving these assets while accommodating new development is an overriding goal.

- A. Preserve the natural landscape by conserving outstanding natural assets, protecting flood hazard areas, and conserving farmland.
- B. Support working farms and related agricultural uses through conserving farmland, focusing growth on existing population centers, higher residential densities, and expansion in appropriate locations. ←
- C. Promote architectural character, screening, buffering, and lighting standards that reduce impacts on the rural landscape.

3.2.5 **Preserving natural resources.** ←

Along with preserving rural character and the role of natural assets, specific efforts should ensure that individual natural resources are conserved. Implementing this goal should occur at both a regional and a local level, and at the parcel level through development approvals.

- A. Preserve natural resources by conserving outstanding natural assets, protecting flood hazard areas, conserving farmland, and supporting development in existing growth centers.
- B. Protect the integrity of Federally designated floodplains and promote setbacks and buffering to reduce stormwater impacts on water quality.

5.1 INTRODUCTION

Conserving the best attributes of Fairfield County while ensuring a prosperous future for residents and businesses.

The Future Land Use chapter of the Comprehensive Plan presents a vision for growth and development for unincorporated Fairfield County. As depicted in maps, text, and policies, the vision seeks to accommodate balanced growth throughout the County in a directed fashion that facilitates appropriate investment while protecting the best qualities of Fairfield County.

Traditional growth centers. Development in Fairfield County has traditionally been concentrated in Lancaster, with smaller villages providing a limited range of land uses, and agriculture dominating the rural townships. Suburban growth emanating from Franklin County expanded into Pickerington, Violet Township, and Canal Winchester, and additional rural residential supporting commuters has occurred in Bloom, Greenfield, Liberty, and other townships. Commercial and industrial development has been historically concentrated in Lancaster due to its historic industrial base and rail and highway access, as well as available water.

Recent growth trends. Suburbanization, as well as commercial development expanded into Pickerington and Canal Winchester, with some industrial, warehouse and logistics, and healthcare expanding into those communities. Until recently, Violet Township was principally residential, but it has experienced new warehouse and logistics development. Concurrently, Bloom Township has seen continued residential development take place. Very recently, efforts to reinvent Buckeye Lake have been occurring, and second home and short-term rentals have been developed in the southeastern townships, near the Hocking Hills.

Evolving growth opportunities. With continued expansion of the Columbus metropolitan area and subsequent employment and residential expansion in the first tier of counties outside Franklin County, Fairfield County has a strong future in terms of capturing its share of regional growth. Improvements to US-33 and access from the north along four interchanges on I-70 ensure residents and employers are within a reasonable commuting distance. The ability to provide public utilities and a coordinated development process will ensure the County can capture its fair share of regional growth, to the benefit of current and future residents.

Role of conservation. Balancing the opportunity presented by regional growth with the desire to protect the very best of Fairfield County will require ongoing conservation of priority agricultural areas and natural resources, especially the stream system, floodplains, and woodlands. The County serves as a gateway to Hocking Hills and its rolling topography in the lower portion of Fairfield County is a regional asset. Further integrating conservation development practices will conserve farmland and concentrate new residential development in appropriate, serviceable locations.

FUTURE LAND USE

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5.2. EXISTING CONDITIONS

Assets define a place and understanding the extent of physical development constraints influences the future development pattern.

The existing conditions section provides context as to land use characteristics of Fairfield County, including recent growth trends relative to land use, zoning, and subdivision activity.

Key Findings

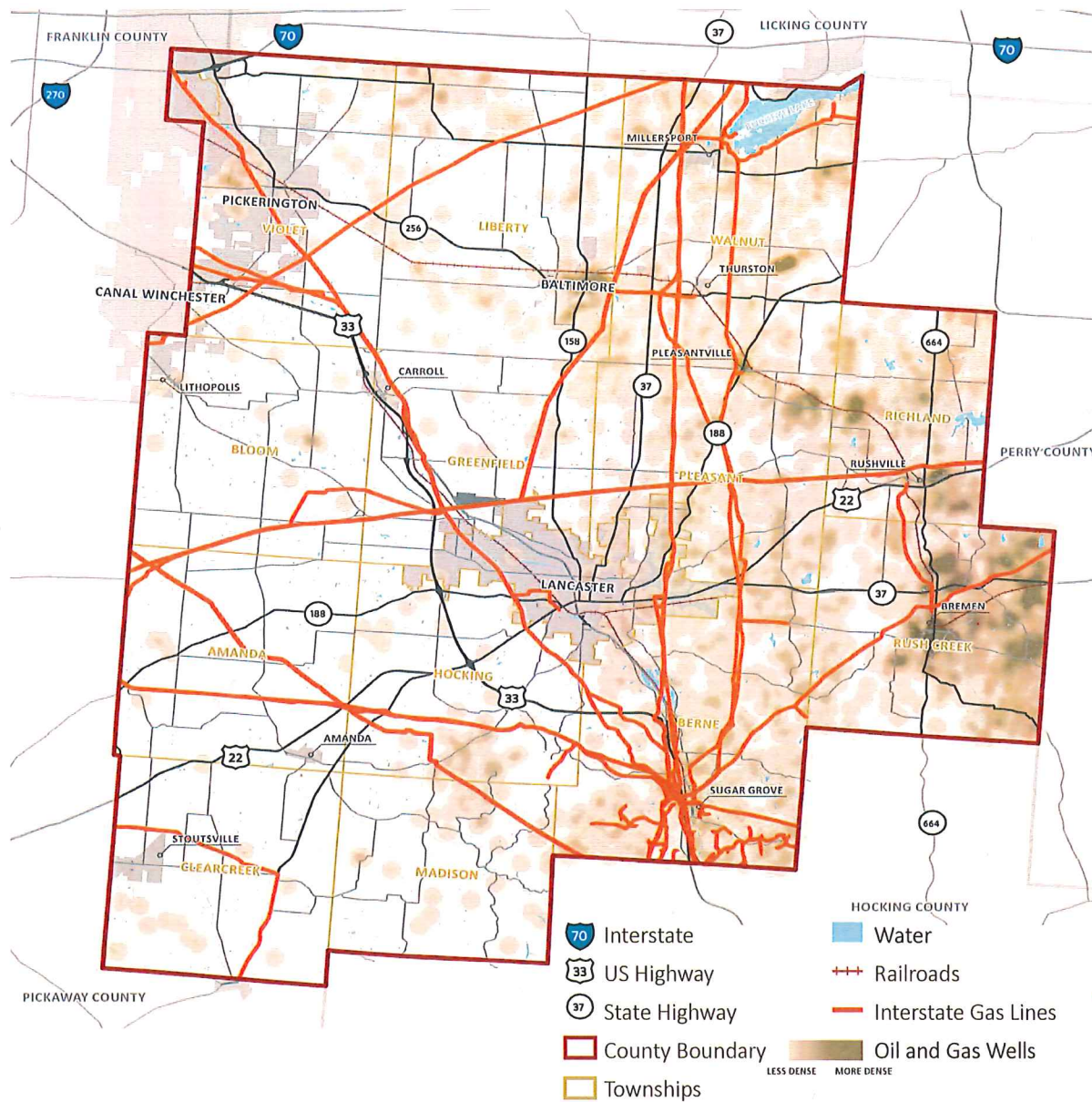
Fairfield County finds itself at a pivotal point as the Central Ohio region continues to expand. Once largely rural, the northwest corner grew into suburbanized and developed a significant commercial center. The western and northern halves of the County are experiencing similar growth pressure.

- A. **General growth trends have concentrated development in cities, some villages, and the northwest quadrant.** Historically, growth has been concentrated in the major cities (Canal Winchester, Lancaster, and Pickerington) and a series of villages. Most townships have been predominantly agricultural and rural in character. But over time and as the region has expanded, Fairfield County captured suburban development in the western communities, Pickerington emerged as a regional commercial center, and the next group of townships attracted lower density, single-family housing oriented to commuters (especially Violet Township). Lancaster continued to expand, and Buckeye Lake began to see some reinvestment and expansion. The US-33 bypass improved access through the County and shifted development patterns that could take advantage of this improved access, especially the west and southern sides of Lancaster. Several townships continue to remain rural.
- B. **Fairfield County continues to remain predominantly rural and agricultural in land use character.** From a land use standpoint, Fairfield County continues to be dominated by agricultural uses and rural character, despite an increasing number of large lot, single-family homes scattered throughout the townships. Almost 16% of the County is residential, while commercial occupies less than 2% and industrial occupies less than 1%.
- C. **Zoning trends promote residential development.** Townships facilitate single-family development based on their zoning practices regardless of impact on farmland. Interestingly, when generalizing zoning among all the local jurisdictions in the County that have adopted zoning (Clearcreek Township, Madison Township, and Thurston have not, although at this writing the village is exploring adoption of a zoning code), these maps zone about 80% of the County as residential (although agriculture is a permitted use in those districts.)
- D. **Environmental assets constrain development but help to provide character to the landscape.** Flood hazard areas and well protection areas occupy about 9 % of the County, limiting development in those locations. Occupying about 22% of the County, forested areas can limit growth opportunities depending on site specific constraints but add to the unique character of the County's landscape.

- E. **Constrained land limits development opportunities.** For the purposes of the plan, constrained lands specifically include protected farmland, and parks. Together this occupies about 8 % of the County. These constrained lands can also influence what might occur adjacent to specific sites. Some protected farmland precludes the extension of utilities along the adjacent road frontage, for instance.
- F. **Oil and gas wells and underground transmission lines are extensive.** Although not quantified, existing oil and gas wells are found throughout the County, concentrated in the eastern half. Underground transmission lines crisscross Fairfield County. Together, this infrastructure can constrain development opportunities on specific parcels or influence site layout.



Oil and Gas Network



TRADITIONAL AGRICULTURE

Areas that are primarily in agricultural use and may also include single-family residential, agriculture-related buildings, civic uses and specific small-scale retail. Buildings are generally set far back from the roadway on large lots (over two acres). Traditional agriculture aesthetic is maintained. These areas may not be served by municipal water and sewer utilities.

PRIMARY USES

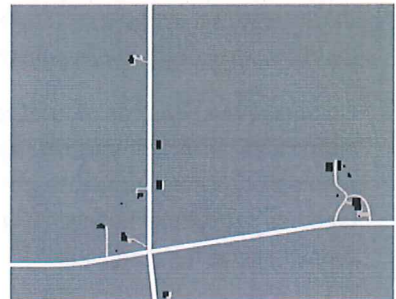
- Agriculture

SECONDARY USES

- Rural Single-Family Residential
- Civic/Institutional
- Commercial
- Light Industrial

POLICIES

1. **Farmland conservation.** Efforts to conserve farmland should continue to be concentrated in these areas to ensure the long-term viability of working farms. Because this land is not under imminent development pressure, the cost of acquiring conservation easements, etc., will allow more land to be conserved than otherwise.
2. **Public utilities.** These areas should not be served by public utilities (sanitary sewer and water), but trunks and mains may cross these areas to service other more urbanizing locations. The Fairfield County Health Department's regulations regarding on-site well and septic apply, which will define the minimum lot size for single-family uses.



Agricultural Preservation

Agriculture will continue to be an important economic sector in Fairfield County, as well as a cultural and community asset. From a development standpoint, primary agricultural areas where working farms are concentrated should be conserved through a variety of measures. Focusing development to more appropriate locations will benefit operations by reducing a variety of land use related conflicts (e.g., nuisance complaints, traffic, rising property values, etc.).

POLICIES

- Promote agricultural preservation tools and programs.** Continue to promote programs that benefit farms as provided under local, state, and federal law (e.g., CAUV, Agricultural Security Areas, conservation easements, etc.).
- Direct growth away from priority preservation areas.** Limit public utility extensions and access to those areas that are priorities from a development standpoint, thereby discouraging development that otherwise might impact adjacent farmland.
- Encourage the adoption of local zoning practices that prioritize agricultural preservation.** Such ordinances can include exclusive agricultural zones, conditional use areas, large lot, and cluster zoning that specifies residences in a dedicated agricultural district must be on small lots and clustered together. Agricultural buffer zoning is another tool that would require screening and setbacks that separate agricultural and non-agricultural land uses to protect land and water resources.

Land Trusts that Preserve Farmland: Granville Township, Licking County

Among the various tools to preserve farmland are land trusts, which are non-profit organizations formed locally with the ability to raise or collect funds and purchase title or easements to conserve agricultural properties from willing owners. Conservation easements tend to be more attractive to owners who want to maintain their farms, while receiving either income from the purchase or tax benefits if a charitable contribution to the land trust.

Granville Township in Licking County serves as a model example in Central Ohio. The 1991 Granville Township Comprehensive Plan noted the lack of recreational space in the community, and in 1998, Granville became one of the first townships in Ohio to pass an open space levy. The levy proceeds are limited to purchases that preserve green space and an acquisition program was started, which includes a focus on farmland. The trustees working with a committee of residents began identifying properties with willing owners to either acquire title or purchase development rights via easement. Prices are offered based on independent land appraisals. Under an easement, farm owners continue to work the land and pay property taxes.

To date, the program has preserved 28 properties and over 1,860 acres. It costs \$23.53 per \$100,000 of valuation. Annually, the program is funded at about \$1 million.

The program has the following five categories of property purchases:

1. Preservation of areas of scenic/natural beauty as well as areas of historical or geographic significance that may be subject to development.
2. Preservation of the integrity of the comprehensive plan.
3. Protection of agricultural lands.
4. Preservation of Granville lands in danger of being annexed to other communities and/or high density development.
5. Protection of edges and boundaries, Village entrances, buffers, open vistas, and view sheds.

Source: <https://granvilleopenspace.org/>

Prosecutor's Approval Page

Resolution No.

A resolution to apply for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio.

(Fairfield County Soil and Water Conservation District)

Approved as to form on 9/19/2024 9:38:32 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.y

A Resolution to Apply for a Funding Allocation to Acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Eastland Fairfield Career Center

WHEREAS, Fairfield County Public Transit is requesting the Board of Commissioners approval of a service agreement with Eastland Fairfield Career Center, 3985 Coonpath Rd NW, Carroll Ohio, 43112; and

WHEREAS, the purpose of the service agreement is to provide transportation services for Eastland Fairfield Career Center during the 2024-2025 school year; and

WHEREAS, this agreement shall be effective September 30th, 2024 through June 1st, 2025.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached service agreement with Eastland Fairfield Career Center.

Prepared by: Courtney Martin
cc: Aaron Kennedy

SERVICE AGREEMENT

Lancaster-Fairfield (OH) Public Transit System
and
Eastland-Fairfield Career Center

This Service Agreement (“Agreement”) is entered into by and between the Lancaster-Fairfield Public Transit System (“LFPT”) and Eastland-Fairfield Career Center (“Agency”).

WHEREAS, LFPT is a public transit agency that agrees to provide transportation for Agency subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agency agrees to purchase said services from LFPT according to the following terms and conditions set forth in this Agreement;

NOW THEREFORE, LFPT and the Agency agree and covenant as follows:

- 1. HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4 pm. LFPT is closed on New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
- 2. FARE.** Transit service will be provided by LFPT at a rate of \$20.00 per trip to the pre-determined (4) locations agreed upon between LFPT and Agency. This rate shall apply to each one -way trip for the 2024-2025 school year. Trips traveling outside of the pre-determined (4) locations agreed upon by LFPT and Agency will be assessed for availability and will be charged at \$5.00 per additional location when schedule permits.
- 3. AUTHORIZATION.** The Agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to LFPT. The Agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
- 4. RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this Agreement.
- 5. LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
- 6. PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual’s mobility.
- 7. TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the Agency will either:

- A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

- B) Provide LFPT with written authorization from the parent(s) or guardian of the individual providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the individual upon drop off at a residence.

In addition, the Agency will provide LFPT with a contact name and phone number at the location.

- 8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least one hour before the scheduled pick-up time. If a cancellation is not received at least one hour in advance, the ride will be considered a "late cancellation" and will be billed to the Agency at a rate of \$20.00. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.
- 9. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up an individual and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular trip rate. LFPT will call the Agency to report that the student was not available for pick-up as scheduled.

LFPT will call the Agency to report that the individual was not available for pick-up as scheduled.

- 10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:
 - A) Smoking
 - B) Expectorating
 - C) Eating or Drinking
 - D) Consumption of alcoholic beverages
 - E) Rude, offensive, abusive language or behavior
 - F) Sexual harassment
 - G) Concealed Weapons

LFPT reserves the right to deny service permanently or temporarily or to remove any individual who engages in any of these behaviors. If an individual has been denied service because of behavior at pick-up point, the Agency will be notified immediately. The individual will not be transported until reauthorized in writing by the Agency.

- 11. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the Agency. Payment is due within thirty (30) days of statement date.

12. INDEMNITY AND LIABILITY INSURANCE.

No Indemnity: LFPT and Agency understand and agree that each party to this Agreement shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. Each party shall be individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

Insurance: LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

13. CIVIL RIGHTS. LFPT and the Agency agree that, as a condition to this Agreement, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

14. ASSIGNMENT. Agency agrees that LFPT shall have the ability to assign this Agreement to a successor in interest upon the same terms and conditions included herein in its sole discretion.

15. TERM. This Agreement takes effect on September _____, 2024 and terminates on June 1, 2025. Either party can terminate this Agreement with thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the _____ day of April 2024, by their respective authorized officials.

Lancaster Public Transit System

Eastland-Fairfield Career Center

Aaron Kennedy,

Public Transit Administrator

Administrative Office:

746 Lawrence Street

Lancaster OH 43130

Phone: 687-6858

Fax: 681-5088

_____, Eastland-Fairfield Career Center

Title: _____

Billing Address:

Approved as to form ONLY:

Amy Brown-Thompson, Prosecutor

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Eastland Fairfield Career Center

(Fairfield County Transit)

Approved as to form on 9/19/2024 9:48:44 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.z

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Eastland Fairfield Career Center

(Fairfield County Transit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution regarding an agreement for deposit of public funds with Park National Bank.

WHEREAS, the Fairfield County Treasurer designated Park National Bank to be the Fairfield County Depository for the County’s public funds on February 1, 2024 as solicited through a request for proposals (RFP) and in compliance with Ohio Rev. Code 135.33;

WHEREAS, as part of that RFP solicitation, the County retained an option to renew the current County’s public depository agreement upon mutual agreement of the parties;

WHEREAS, as the Fairfield County Treasurer is in the process of updating the RFP for the County’s depository of public funds for 2025, the County and Park National Bank desire to extend the term of the current Fairfield County Depository Agreement until January 31, 2025.

WHEREAS, the Fairfield County Prosecutor’s Office has reviewed and approved the said agreement.

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

Section 1. That the Fairfield County Board of Commissioners approve the attached Agreement between the Fairfield County Treasurer and Park National Bank for the deposit of public funds.

Prepared by: Jennifer Effinger



Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this "Agreement") is made as of the date executed by and between **Park National Bank**, a national banking association (the "Financial Institution"), and

Fairfield County (the "Customer").

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Deposits. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public

depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer

regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information.

Contact Name: James N Bahnsen

Contact Email: jim.bahnsen@fairfieldcountyohio.gov

18. Term. The term of this Agreement is 3 Months, beginning on November 1st 2024 and ending on January 31st 2025. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

<u>Christina L Kittle</u>	<u>Banking Officer</u>	<u>Jeffrey D Guminey</u>	<u>VP</u>
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date

Fairfield County

_____	_____	_____	_____
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date
_____	_____	_____	_____
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.

"Collateral Program" shall mean IC 5-13-13.

"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.

"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.

"Collateral Program" shall mean KRS 41.240.

"Security Provisions" shall mean KRS 41.240(4).

"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.

"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.

"Security Provisions" shall mean NCAC Section 20, 07.0200.

"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.

"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.

"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).

"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).

"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.

"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.

"Security Provisions" shall mean TC Section 9-4-504.

"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
- Under \$50,000
 - State Term #: _____ (copy of State Term Contract must be attached)
 - ODOT Term #: _____ (See R.C. 5513.01)
 - Professional Services (See R.C. 307.86)
 - Emergency (Follow procedure under ORC 307.86(A))
 - Sole Source (attach documentation as to why contract is sole source)
 - Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): Designating County Depositories, ORC 13533
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
- No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - Obtained 3 quotes for purchases under \$50,000
 - Purchase Order is included with Agreement

Signed this 18th day of September, 2024.

Jennifer E. Binger, Fiscal Specialist
Name and Title

* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.*

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24001927 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

**B
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T
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FAIRFIELD COUNTY TREASURER
210 E MAIN ST
LANCASTER, OH 43130
Phone: 740-652-7140

Revisions: 000

**V
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R**
PARK NATIONAL BANK
PO BOX 607
LANCASTER, OH 43130

**S
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T
O**
FAIRFIELD COUNTY TREASURER
210 E MAIN ST
LANCASTER, OH 43130
Phone: 740-652-7140

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		2034		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/04/2024	22210			TREASURER
NOTES				

PO Requisitioner Name : Jennifer Effinger
E mail Address : jennifer.effinger@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BANKING FEES GL Account: 24100100 - 530000	1.0	EACH	\$19,000.00	\$19,000.00

GL SUMMARY

24100100 - 530000 \$19,000.00

19000.00
 1494.38 Jan
 2231.94 Feb
 1362.42 Mar
 1400.83 April
 1069.67 May
 1403.95 June

 10,036.81 July
 5383.05
 4653.76
 3000.00 increase

 7653.76

Invoice Date ___/___/___ Invoice Amount \$ _____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$19,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/04/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$19,000.00**

09/24/24

322

For Department Use ONLY



Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this "Agreement") is made as of the date executed by and between **Park National Bank**, a national banking association (the "Financial Institution"), and **Fairfield County Treasurer** _____ (the "Customer").

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Deposits. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public

depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer

regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information.

Contact Name: James N Bahnsen

Contact Email: jim.bahnsen@fairfieldcountyohio.gov

18. Term. The term of this Agreement is 9 Months, beginning on February 1st 2024 and ending on October 31st 2024. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

<u>Christina L Kittle</u>	<u>Banking Officer</u>	<u>Jeffrey D Guminey</u>	<u>VP</u>
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date

Fairfield County Treasurer

<u>James Bahnsen</u>	<u>Treasurer</u>	<u>Steven Davis</u>	<u>County Commissioner</u>
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date
_____	_____	_____	11/21/23
<u>David Levaey</u>	<u>Commissioner</u>	<u>Wanda Y. Rugg</u>	<u>Commissioner</u>
Printed Name	Title	Printed Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date
_____	_____	_____	11/21/23
<u>Jeffrey Fix</u>	<u>Commissioner</u>	<u>_____</u>	<u>_____</u>
Printed Name	Title	Signature	Date
_____	_____	_____	11/21/23

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.

"Collateral Program" shall mean IC 5-13-13.

"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.

"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.

"Collateral Program" shall mean KRS 41.240.

"Security Provisions" shall mean KRS 41.240(4).

"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.

"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.

"Security Provisions" shall mean NCAC Section 20, 07.0200.

"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.

"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.

"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).

"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).

"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.

"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.

"Security Provisions" shall mean TC Section 9-4-504.

"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

Prosecutor's Approval Page

Resolution No.

A resolution regarding an agreement for deposit of public funds with Park National Bank.

(Fairfield County Treasurer)

Approved as to form on 9/19/2024 9:46:36 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.aa

A resolution regarding an agreement for deposit of public funds with Park National Bank.

(Fairfield County Treasurer)

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.

2024-09.24.bb
A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for funds 5044 & 5046 [Fairfield County Utilities Department]

WHEREAS, the Board of Commissioners pay CORSA directly the liability insurance for Fairfield County Utilities (FCU); and

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

WHEREAS, FCU needs to reimburse the General Fund by using account codes 12504429 530000 & 12504623 530000; 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 438004 Insurance Reimbursement - \$9,740.57

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

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure 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 FCU's share of costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 12504429 530000 Sewer Contract Services
Amount: \$ 2,341.04

Account: 12504623 530000 Water Contract Services
Amount: \$ 7,399.53

Prepared by: Joshua TC Anders
cc: Staci Knisley, Commissioners' Office

SEWER	
General Liability (Payroll)	\$276.08
Error & Omissions (Public Officials Liability)	\$231.75
Property	\$376.71
Auto	\$1,456.50
TOTAL	\$2,341.04

Breakdown of Above Numbers are BELOW

GENERAL LIABILITY (PAYROLL)	
2022 Payroll	\$236,136.58
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.004532
	#REF!
	\$60,922.00
	x
% from above	\$0.004532
	EQUALS
	\$276.08

Error & Omissions (Public Officials Liability)	
2022 Payroll	\$236,136.58
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.004532
	#REF!
	\$51,141.00
	x
% from above	\$0.004532
	EQUALS
	\$231.75

Property	
Sewer Property Value	\$558,114.00
	÷
Total of All Covered Depts	\$355,119,224.00
	EQUALS
	\$0.001572
	#REF!
	\$176,132.00
	x
% from above	\$0.001572
	EQUALS
	\$276.81

AUTO	
Sewer # of Vehicles	5
	÷
Total of ALL Vehicles	373
	EQUALS
	\$0.013405
	#REF!
	\$108,655.00
	x
% from above	\$0.013405
	EQUALS
	\$1,456.50

WATER	
General Liability (Payroll)	\$187.30
Error & Omissions (Public Officials Liability)	\$157.23
Property	\$646.40
Auto	\$6,408.61
TOTAL	\$7,399.53

Breakdown of Above Numbers are BELOW

GENERAL LIABILITY (PAYROLL)	
2022 Payroll	\$160,202.92
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.003074
#REF!	\$60,922.00
	x
% from above	\$0.003074
	EQUALS
	\$187.30

Error & Omissions (Public Officials Liability)	
2022 Payroll	\$160,202.92
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.003074
#REF!	\$51,141.00
	x
% from above	\$0.003074
	EQUALS
	\$157.23

Property	
Water Property Value	\$957,656.00
	÷
Total of All Covered Depts	\$355,119,224.00
	EQUALS
	\$0.002697
#REF!	\$176,132.00
	x
% from above	\$0.002697
	EQUALS
	\$474.98

AUTO	
Water # of Vehicles	22
	÷
Total of ALL Vehicles	373
	EQUALS
	\$0.058981
#REF!	\$108,655.00
	x
% from above	\$0.058981
	EQUALS
	\$6,408.61

Signature Page

Resolution No. 2024-09.24.bb

A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure, Funds 5044 and 5046

(Fairfield County Utilities Department)

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 additional waterline easement between Victory Hill Church of God and the Fairfield County Commissioners.

WHEREAS, as the waterline project in Greenfield Township, it is necessary for the Board of Commissioners to have accesses to certain off-site easements on property owned by the Victory Hill Church of God; and

WHEREAS, the Fairfield County Prosecutor has approved this easement as to form; and

WHEREAS, the Board of Commissioners desires to approve this easement.

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

Section 1. That Fairfield County Board of Commissioners approves the attached easement with Victory Hill Church of God for the Greenfield Township Waterline Project being constructed.

Section 2. That the Clerk of the Board return the signed documents to Fairfield County Utilities.

Prepared by: Tony Vogel
Cc: Utilities

TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT

As of this _____ day of _____, 2024 (the “Effective Date”), this Temporary Construction and Permanent Utility Easement Agreement (the “Agreement”) is entered into by and between VICTORY HILL CHURCH OF GOD, (“Grantor”); and Fairfield County Board of Commissioners (“Grantee”).

RECITALS

- A. Grantor owns of record certain real property located in Fairfield County, Ohio and legally described as Parcel Numbers 0130046000 & 0130845010 (“Grantor’s Property”).
- B. Grantee operates the Greenfield Water and Sewer District in Fairfield County, Ohio and has a need for a temporary construction easement and a permanent utility easement across Grantor’s Property for a new waterline.
- C. Grantor and Grantee have agreed to execute this Agreement to memorialize such easements and the agreement of the parties hereto.

NOW, THEREFORE, for the cost of the water tap fee, constructing of waterline and well abandonment for services by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

- 1. Grant of Easements
 - 1.1 Utility Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the “Utility Easement”) over, under, in, along, across and upon the property depicted on the attached and incorporated Exhibit A (the “Utility Easement Area”) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground waterline, water pipes and other utilities, including junction boxes and related equipment (the “Improvements”), and for access to the Utility Easement Area, as described on the attached and incorporated Exhibit B.
 - 1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the “Temporary Construction Easement”, together with the Utility Easement, the “Easements”) over, under, in, along, across and upon the property described on the attached and incorporated Exhibit C (the “Temporary Easement Area”, together with the Utility Easement Area, the “Easement Areas”) for use in the initial construction and installation of the Improvements and other construction purposes reasonably related to the initial construction of the Improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all non-invasive studies, tests, examinations and surveys necessary to design and construct the improvements, provided, however, that Grantee shall provide Grantor will reasonable prior notice of such access.

2. Terms of Easements.

21 Utility Easement. The Utility Easement shall commence on the Effective Date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as set forth in Section 5.6 below.

22 Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed. The duration of the construction period may not exceed twenty-four (24) months after the date the project is awarded to the successful bidder.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or reasonably interfere with the Improvements to be placed within the Utility Easement Area.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor’s Property all costs and expenses of construction and maintenance of the Improvements, including, but not limited to, the installation of one water connections for Grantor’s use and the exercise of any easement rights granted under this Agreement.

42 Compliance With Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities, as those statutes, ordinances, rules and regulations may be amended from time to time.

43 Restoration. In the event the surface of the Easement Areas is disturbed by Grantee’s exercise of any of its easement rights granted under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the Easements conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee’s rights under this Agreement are assignable, that Grantee may enter into agreements to sell or otherwise may transfer Grantee’s interest in this Agreement, either to affiliates of Grantee or to third parties, and Grantor hereby consents to Grantee’s assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee’s successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor’s remedies at law or in equity as against such successors and assigns.

52 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

53 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

54 Plan. Upon Grantor's request, Grantee shall promptly provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Utility Easement Area.

55 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the Improvements for a period of thirty-six (36) consecutive months, this Agreement and all rights granted herein under shall automatically terminate.

56 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS of this, the undersigned have executed this Agreement as of day and year first set forth above.

Grantor	Grantee
<u>The VICTORY HILL CHURCH OF GOD,</u>	<u>Fairfield County Board of Commissioners</u>

By: Aaron Begley Aaron Begley By: _____ Dave Levacy

By: _____ Jeff Fix

State of Ohio,
County of Fairfield, ss:

BE IT REMEMBERED, that on this 5th day of June 2024, before me, the subscribed notary public in and for said county and state, personally appeared AARON BEGLEY, the Grantors in the foregoing deed, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



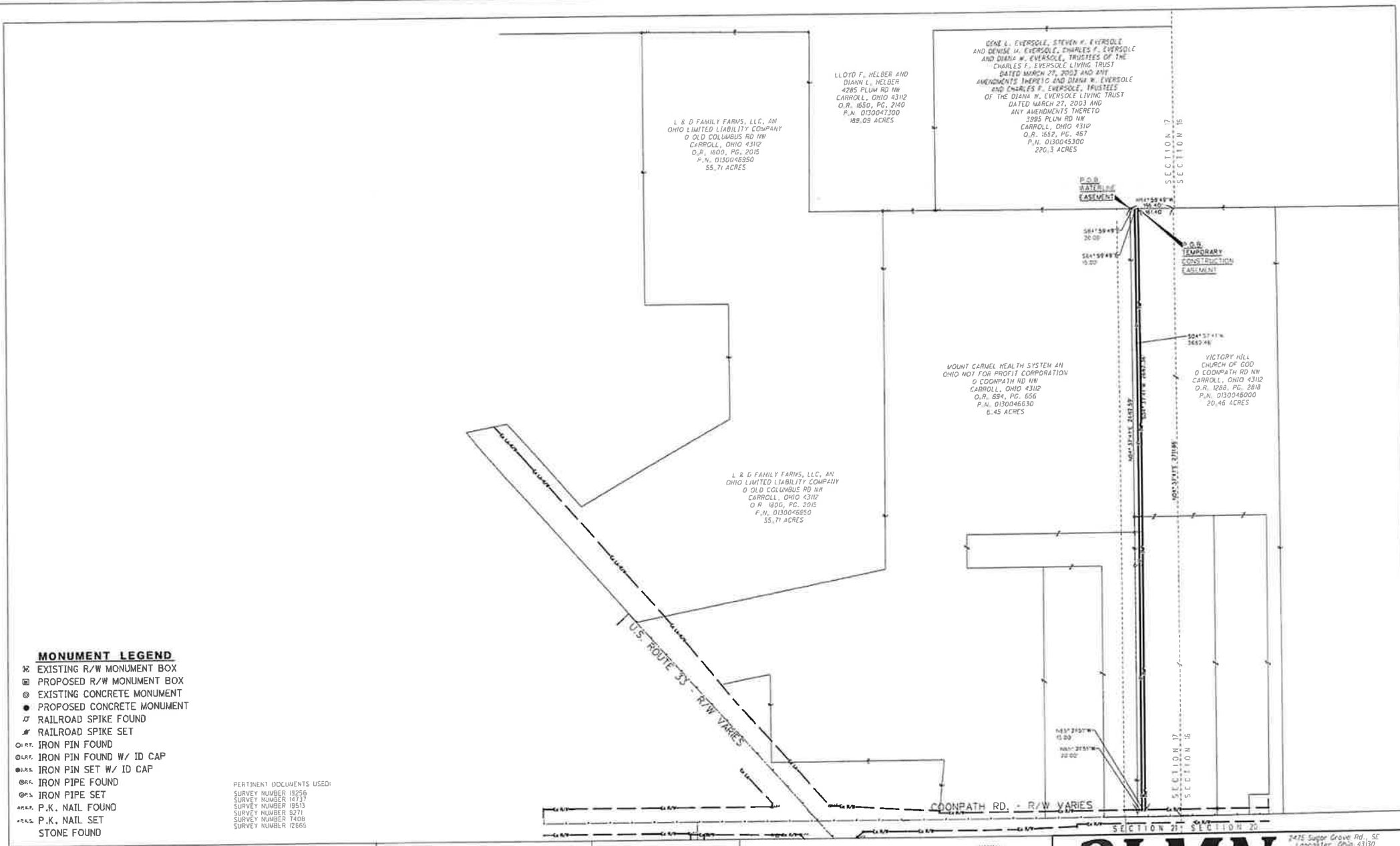
Corrine M. Dorr
Notary Public

BE IT REMEMBERED, that on this _____ day of _____, 202____, before me, the subscribed notary public in and for said county and state, personally appeared JEFF FIX AND DAVE LEVACY, the Grantees in the foregoing deed, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Exhibit A



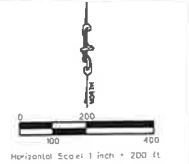
MONUMENT LEGEND

- ⊠ EXISTING R/W MONUMENT BOX
- ⊡ PROPOSED R/W MONUMENT BOX
- ⊙ EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT
- ⚡ RAILROAD SPIKE FOUND
- ⚡ RAILROAD SPIKE SET
- IRON PIN FOUND
- ⊙ IRON PIN FOUND W/ ID CAP
- ⊙ IRON PIN SET W/ ID CAP
- ⊙ IRON PIPE FOUND
- ⊙ IRON PIPE SET
- ⊙ P.K. NAIL FOUND
- ⊙ P.K. NAIL SET
- ⊙ STONE FOUND

PERTINENT DOCUMENTS USED:
 SURVEY NUMBER 19256
 SURVEY NUMBER 14737
 SURVEY NUMBER 19513
 SURVEY NUMBER 9271
 SURVEY NUMBER 7406
 SURVEY NUMBER 12665

EXHIBIT "A"
 1.232 AC. 20' WATERLINE EASEMENT &
 0.924 AC. 15' TEMPORARY CONST. EASEMENT
 SEC. 17, TWP. 15, RNGE 19
 GREENFIELD TWP, FAIRFIELD COUNTY
 STATE OF OHIO

PLANS PREPARED FOR:
 FAIRFIELD COUNTY UTILITIES



THIS SURVEY PERFORMED UNDER THE SUPERVISION OF
 RICHARD F. MATHIAS, PROFESSIONAL SURVEYOR NO. 7798
 IN OCTOBER 2024.

RICHARD F. MATHIAS
 PROFESSIONAL SURVEYOR
 No. 7798



2LMN
 Civil Engineers & Land Surveyors

2475 Sugar Grove Rd., SE
 Lancaster, Ohio 43130
 1105 Schrock Road, Suite 516
 Columbus, Ohio 43229
 17401 687-5542 Phare
 www.2lmn.com

THIS WORK PRODUCT WAS PREPARED TO MEET THE SPECIFIC EXPRESSED NEEDS OF OUR CLIENT AND IS NOT TO BE COPIED OR RELIED UPON BY ANY PERSON WHO IS NOT IN PRIVACY OF CONTRACT WITH OUR COMPANY, NOR IS IT TO BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS EXPRESSLY PROVIDED. COPYRIGHT 2008 BY LOCKWOOD AND ASSOCIATES, INC. ALL RIGHTS RESERVED.

Exhibit B

EXHIBIT B

LPA RX 883 U

Ver. Date 8-28-2023

PID #####

**PARCEL FAIRFIELD-CAREER CENTER
FAI-GREENFIELD TWP.**

**PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF THE
BOARD OF COMMISSIONERS OF FAIRFIELD COUNTY, OHIO**

The first paragraph(s) must be fully customized for the particular LPA and LPA utility type (gas, water, electric, multi-purpose, etc.).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Greenfield Township, Fairfield County, Section 20, Township 15, Range 19, Refugee Lands and being part of a 43.19 acre tract and a 35.00 acre tract conveyed to Board of Education Eastland JVS, as recorded in Deed Volume 531, Page 598 in the Fairfield County Recorder's Office and being more particularly described as follows:

COMMENCING at a P.K. nail found at the Northwest corner of Section 20, Thence, along the west line of section 20, South 04 degrees 07 minutes 23 seconds West, 29.47 feet to a point on the south Right of Way line of Coonpath Road; Thence, along the south Right of Way line of Coonpath Road, South 85 degrees 21 minutes 51 seconds East 13.09 feet to a point, said point being the **TRUE POINT OF BEGINNING** for the parcel herein described:

- 1) **Thence**, along the south Right of Way line of Coonpath Road, **South 85 degrees 21 minutes 51 seconds East 29.79 feet** to a point;
- 2) **Thence**, across the grantor's tract, with a curve to the right having a radius of 153.29 feet a central angle of 43 degrees 30 minutes 43 seconds, an arc length of 116.41 feet, and a chord that bears, **South 17 degrees 09 minutes 27 seconds East, a distance of 113.64 feet** to a point;
- 3) **Thence**, across the grantor's tract, with a curve to the left having a radius of 3912.02 feet a central angle of 04 degrees 38 minutes 37 seconds, an arc length of 317.05 feet, and a chord that bears, **South 01 degrees 46 minutes 18 seconds West, a distance of 316.96 feet** to a point;
- 4) **Thence**, across the grantor's tract, with a curve to the right having a radius of 2523.13 feet a central angle of 09 degrees 30 minutes 49 seconds, an arc length of 418.95 feet, and a chord that bears, **South 00 degrees 07 minutes 36 seconds West, a distance of 418.47 feet** to a point;

EXHIBIT B

LPA RX 883 U

- 5) **Thence**, across the grantor's tract, **South 84 degrees 14 minutes 39 seconds East 72.88 feet** to a point;
- 6) **Thence**, across the grantor's tract, with a curve to the right having a radius of 950.73 feet a central angle of 24 degrees 53 minutes 39 seconds, an arc length of 413.08 feet, and a chord that bears, **South 63 degrees 18 minutes 45 seconds East, a distance of 409.83 feet** to a point;
- 7) **Thence**, across the grantor's tract, **South 62 degrees 44 minutes 45 seconds East 381.31 feet** to a point;
- 8) **Thence**, across the grantor's tract, **South 14 degrees 48 minutes 01 seconds East 277.96 feet** to a point;
- 9) **Thence**, across the grantor's tract, **South 27 degrees 18 minutes 02 seconds West 293.52 feet** to a point;
- 10) **Thence**, across the grantor's tract, **South 04 degrees 42 minutes 22 seconds West 389.88 feet** to a point;
- 11) **Thence**, across the grantor's tract, **South 85 degrees 39 minutes 37 seconds East 751.70 feet** to a point on the grantor's east line;
- 12) **Thence**, along the grantor's east line, **South 03 degrees 44 minutes 12 seconds West 30.00 feet** to an iron pin found at the grantor's southeast corner;
- 13) **Thence**, along the grantor's south line, **North 85 degrees 39 minutes 37 seconds West 782.20 feet** to a point;
- 14) **Thence**, across the grantor's tract, **North 04 degrees 42 minutes 22 seconds East 420.08 feet** to a point;
- 15) **Thence**, across the grantor's tract, **South 85 degrees 17 minutes 39 seconds East 8.34 feet** to a point;
- 16) **Thence**, across the grantor's tract, **North 27 degrees 18 minutes 02 seconds East 294.15 feet** to a point;
- 17) **Thence**, across the grantor's tract, **North 14 degrees 48 minutes 01 seconds West 261.37 feet** to a point;

EXHIBIT B

LPA RX 883 U

18) **Thence**, across the grantor's tract, **North 62 degrees 44 minutes 45 seconds West 374.51 feet** to a point;

19) **Thence**, across the grantor's tract, with a curve to the left having a radius of 930.73 feet a central angle of 24 degrees 55 minutes 50 seconds, an arc length of 404.98 feet, and a chord that bears, **North 63 degrees 12 minutes 12 seconds West, a distance of 401.79 feet** to a point;

20) **Thence**, across the grantor's tract, **North 84 degrees 14 minutes 39 seconds West 197.15 feet** to a point on the grantor's west line, being the west line of Section 20;

21) **Thence**, along the grantor's west line, **North 04 degrees 07 minutes 23 seconds East 20.01 feet** to a point;

22) **Thence**, across the grantor's tract, **South 84 degrees 14 minutes 39 seconds East 106.33 feet** to a point;

23) **Thence**, across the grantor's tract, with a curve to the left having a radius of 2503.13 feet a central angle of 09 degrees 31 minutes 22 seconds, an arc length of 416.03 feet, and a chord that bears, **North 00 degrees 06 minutes 55 seconds East, a distance of 415.55 feet** to a point;

24) **Thence**, across the grantor's tract, with a curve to the right having a radius of 3932.02 feet a central angle of 04 degrees 41 minutes 26 seconds, an arc length of 321.91 feet, and a chord that bears, **North 01 degrees 47 minutes 05 seconds East, a distance of 321.81 feet** to a point;

25) **Thence**, across the grantor's tract, with a curve to the left having a radius of 133.29 feet a central angle of 51 degrees 21 minutes 38 seconds, an arc length of 119.48 feet, and a chord that bears, **North 22 degrees 05 minutes 25 seconds West, a distance of 115.52 feet** to the **TRUE POINT OF BEGINNING**, containing 2.305 acres.

The parcel of land described contains, 2.305 acres, more or less, of which 2.052 acres are located in Fairfield County Auditor's Parcel Number 013-08225-00, and 0.253 acres are located in Fairfield County Auditor's Parcel Number 013-00547-00.

All irons pins set are 5/8 inch x 30 inch rebar with a 1 inch plastic cap stamped "2LMN, Inc".

Description prepared from an actual field survey prepared by 2LMN, Inc. under the supervision of Richard F. Mathias, P.S. # 7798, August, 2023.

Grantor claim title by Deed Volume 531, Page 598, as recorded in the Fairfield County Recorder's Office.

EXHIBIT B

LPARX 883 U

All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). As established by GPS measurements in 2023.

Richard F. Mathias

Richard F. Mathias, P.S.
Professional Land Surveyor No. 7798



9/1/23
Date



Exhibit C

8/28/2023

EXHIBIT C

**TEMPORARY EASEMENT FOR THE PURPOSES OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WATERLINE
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
FAIRFIELD COUNTY UTILITIES, FAIRFIELD COUNTY, OHIO**

Situated in the State of Ohio, Greenfield Township, Fairfield County, Section 20, Township 15, Range 19, Refugee Lands and being part of a 43.19 acre tract conveyed to Board of Education Eastland JVS, as recorded in Deed Volume 531, Page 598 in the Fairfield County Recorder's Office and being more particularly described as follows:

COMMENCING at a P.K. nail found at the Northwest corner of Section 20, Thence, along the west line of section 20, South 04 degrees 07 minutes 23 seconds West, 29.47 feet to a point on the south Right of Way line of Coonpath Road; Thence, along the south Right of Way line of Coonpath Road, South 85 degrees 21 minutes 51 seconds East 42.88 feet to a point, said point being the **TRUE POINT OF BEGINNING** for the parcel herein described:

- 1) **Thence, along the south Right of Way line of Coonpath Road, South 85 degrees 21 minutes 51 seconds East 19.92 feet to a point;**
- 2) **Thence, across the grantor's tract, with a curve to the right having a radius of 168.29 feet a central angle of 38 degrees 48 minutes 38 seconds, an arc length of 113.99 feet, and a chord that bears, South 14 degrees 49 minutes 48 seconds East, a distance of 111.83 feet to a point;**
- 3) **Thence, across the grantor's tract, with a curve to the left having a radius of 3897.02 feet a central angle of 04 degrees 38 minutes 05 seconds, an arc length of 315.23 feet, and a chord that bears, South 01 degrees 46 minutes 30 seconds West, a distance of 315.15 feet to a point;**
- 4) **Thence, across the grantor's tract, with a curve to the right having a radius of 2538.13 feet a central angle of 09 degrees 10 minutes 05 seconds, an arc length of 406.13 feet, and a chord that bears, South 00 degrees 02 minutes 02 seconds West, a distance of 405.69 feet to a point;**
- 5) **Thence, across the grantor's tract, South 84 degrees 14 minutes 39 seconds East 59.25 feet to a point;**

8/28/2023

EXHIBIT C

**TEMPORARY EASEMENT FOR THE PURPOSES OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WATERLINE
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
FAIRFIELD COUNTY UTILITIES, FAIRFIELD COUNTY, OHIO**

- 6) **Thence, across the grantor's tract, with a curve to the right having a radius of 965.73 feet a central angle of 24 degrees 52 minutes 03 seconds, an arc length of 419.14 feet, and a chord that bears, South 63 degrees 23 minutes 31 seconds East, a distance of 415.86 feet to a point;**
 - 7) **Thence, across the grantor's tract, South 62 degrees 44 minutes 45 seconds East 386.43 feet to a point;**
 - 8) **Thence, across the grantor's tract, South 14 degrees 48 minutes 01 seconds East 290.41 feet to a point;**
 - 9) **Thence, across the grantor's tract, South 27 degrees 18 minutes 02 seconds West 335.34 feet to a point;**
 - 10) **Thence, across the grantor's tract, North 04 degrees 42 minutes 22 seconds East 39.04 feet to a point;**
 - 11) **Thence, across the grantor's tract, North 27 degrees 18 minutes 02 seconds East 293.52 feet to a point;**
 - 12) **Thence, across the grantor's tract, North 14 degrees 48 minutes 01 seconds West 277.96 feet to a point;**
 - 13) **Thence, across the grantor's tract, North 62 degrees 44 minutes 45 seconds West 381.31 feet to a point;**
 - 14) **Thence, across the grantor's tract, with a curve to the left having a radius of 950.73 feet a central angle of 24 degrees 53 minutes 39 seconds, an arc length of 413.08 feet, and a chord that bears, North 63 degrees 18 minutes 45 seconds West, a distance of 409.83 feet to a point;**
 - 15) **Thence, across the grantor's tract, North 84 degrees 14 minutes 39 seconds West 72.88 feet to a point;**
-

8/28/2023

EXHIBIT C

**TEMPORARY EASEMENT FOR THE PURPOSES OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WATERLINE
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
FAIRFIELD COUNTY UTILITIES, FAIRFIELD COUNTY, OHIO**

- 16) **Thence**, across the grantor's tract, with a curve to the left having a radius of 2523.13 feet a central angle of 09 degrees 30 minutes 49 seconds, an arc length of 418.95 feet, and a chord that bears, **North 00 degrees 07 minutes 36 seconds East, a distance of 418.47 feet to a point;**
- 17) **Thence**, across the grantor's tract, with a curve to the right having a radius of 3912.02 feet a central angle of 04 degrees 38 minutes 37 seconds, an arc length of 317.05 feet, and a chord that bears, **North 01 degrees 46 minutes 18 seconds East, a distance of 316.96 feet to a point;**
- 18) **Thence**, across the grantor's tract, with a curve to the left having a radius of 153.29 feet a central angle of 43 degrees 30 minutes 43 seconds, an arc length of 116.41 feet, and a chord that bears, **North 17 degrees 09 minutes 27 seconds West, a distance of 113.64 feet to the TRUE POINT OF BEGINNING**, containing 0.795 acres.

The parcel of land described contains, 0.795 acres, more or less, and located in Fairfield County Auditor's Parcel Number 013-08225-00.

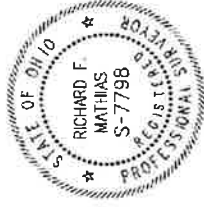
All iron pins set are 5/8 inch x 30 inch rebar with a 1 inch plastic cap stamped "2LMN, Inc".

Description prepared from an actual field survey prepared by 2LMN, Inc. under the supervision of Richard F. Mathias, P.S. # 7798, August, 2023.

Grantor claim title by Deed Volume 531, Page 598, as recorded in the Fairfield County Recorder's Office.

All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). As established by GPS measurements in 2023.

Richard F. Mathias
Richard F. Mathias, P.S.
Professional Land Surveyor No. 7798



9/1/23

Date

Prosecutor's Approval Page

Resolution No.

A resolution approving an additional waterline easement between Victory Hill Church of God and the Fairfield County Commissioners.

(Fairfield County Utilities Department)

Approved as to form on 9/20/2024 11:20:27 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.cc

A resolution approving an additional waterline easement between Victory Hill Church of God and the Fairfield County Commissioners.

(Fairfield County Utilities Department)

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 additional sanitary easement between Paul Russell Johnson and the Fairfield County Commissioners.

WHEREAS, as the sanitary line project in Violet Township, it is necessary for the Board of Commissioners to have accesses to certain off-site easements on property owned by the Paul Russell Johnson; and

WHEREAS, the Fairfield County Prosecutor has approved this easement as to form; and

WHEREAS, the Board of Commissioners desires to approve this easement.

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

Section 1. That Fairfield County Board of Commissioners approves the attached easement with Paul Russell Johnson for the Sycamore Springs Subdivision Project being constructed.

Section 2. That the Clerk of the Board return the signed documents to Fairfield County Utilities.

Prepared by: Tony Vogel
Cc: Utilities

TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT

As of this ____ day of _____, 2024 (the "Effective Date"), this Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") that in consideration of Seven Thousand Five Hundred Dollars (\$7,500.00) and other good and valuable consideration paid to PAUL RUSSELL JOHNSON, whose tax mailing address is 7983 JEFFERSON CT NW CANAL WINCHESTER OH 43110, hereafter referred to as "Grantor", by the Board of Commissioners of Fairfield County, Ohio whose address is Fairfield County Courthouse, 210 East Main Street, Lancaster, Ohio 43130, hereafter referred to as "Grantee", the receipt of which is hereby acknowledged, the Grantor, does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, a permanent easement and a temporary construction easement with the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a sanitary line on, over, across, under and through the lands of the Grantor.

RECITALS

- A. Grantor owns of record certain real property located in Fairfield County, Ohio and legally described as Parcel Number 0360169900 ("Grantor's Property").
- B. Grantee operates the Fairfield County Water and Sewer District in Fairfield County, Ohio and has a need for a temporary construction easement and a permanent utility easement across Grantor's Property for a new sanitary line.
- C. Grantor and Grantee have agreed to execute this Agreement to memorialize such easements and the agreement of the parties hereto.

NOW, THEREFORE, construction of sanitary for services by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Grant of Easements

1.1 Utility Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, exclusive easement over, under, in, along, across and upon the property depicted on the attached and incorporated Exhibit A (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sewer line, including junction boxes and related equipment (the "Improvements"), and for access to the Utility Easement Area, as described on the attached and incorporated Exhibit B.

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement", together with the Utility Easement, the "Easements") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit C (the "Temporary Easement Area", together with the Utility Easement Area, the "Easement Areas") for use in the initial construction and installation of the Improvements and other construction purposes reasonably related to the initial construction of the Improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all non-invasive studies, tests, examinations and surveys necessary to design and construct the improvements, provided, however, that Grantee shall provide Grantor will reasonable prior notice of such access.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the Effective Date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as set forth in Section 5.6 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or reasonably interfere with the Improvements to be placed within the Utility Easement Area.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's Property all costs and expenses of construction and maintenance of the Improvements, including, but not limited to, the installation waterline for Grantor's use and the exercise of any easement rights granted under this Agreement.

4.2 Compliance With Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities, as those statutes, ordinances, rules and regulations may be amended from time to time.

4.3 Restoration. In the event the surface of the Easement Areas is disturbed by Grantee's exercise of any of its easement rights granted under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the Easements conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable, that Grantee may enter into agreements to sell or otherwise may transfer Grantee's interest in this Agreement, either to affiliates of Grantee or to third parties, and Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

53 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

54 Plan. Upon Grantor's request, Grantee shall promptly provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Utility Easement Area.

55 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the Improvements for a period of thirty-six (36) consecutive months, this Agreement and all rights granted herein under shall automatically terminate.

56 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

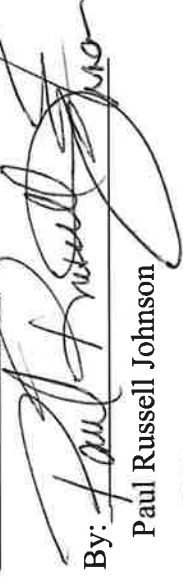
IN WITNESS of this, the undersigned have executed this Agreement as of day and year first set forth above.

Grantor

Paul Russell Johnson

Grantee

Fairfield County Board of Commissioners

By: 
Paul Russell Johnson

By: _____
Dave Levacy



JODY FAY ALTMAN
Notary Public
State of Ohio
My Comm. Expires
January 9, 2028

By: _____
Steve Davis

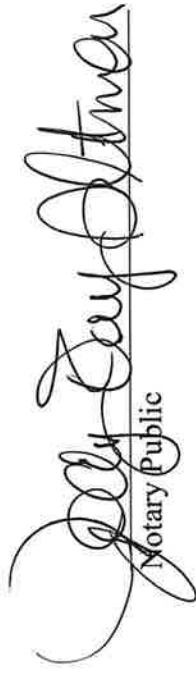
State of Ohio,

County of Fairfield, ss:

BE IT REMEMBERED, that on this 19th day of September, 2024, before me, the subscribed notary public in and for said county and state, personally appeared PAUL RUSSELL JOHNSON, the Grantors in the foregoing deed, and acknowledged the signing thereof to be their free and voluntary act and deed.

hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

IN TESTIMONY WHEREOF, I have


Notary Public


BE IT REMEMBERED, that on this _____ day of _____, 202____, before me, the subscribed notary public in and for said county and state, personally appeared STEVE DAVIS AND DAVE LEVACY, the Grantees in the foregoing deed, and acknowledged the signing thereof to be their free and voluntary act and deed.

hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

IN TESTIMONY WHEREOF, I have

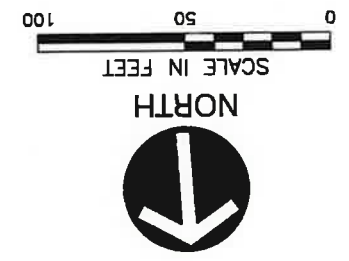
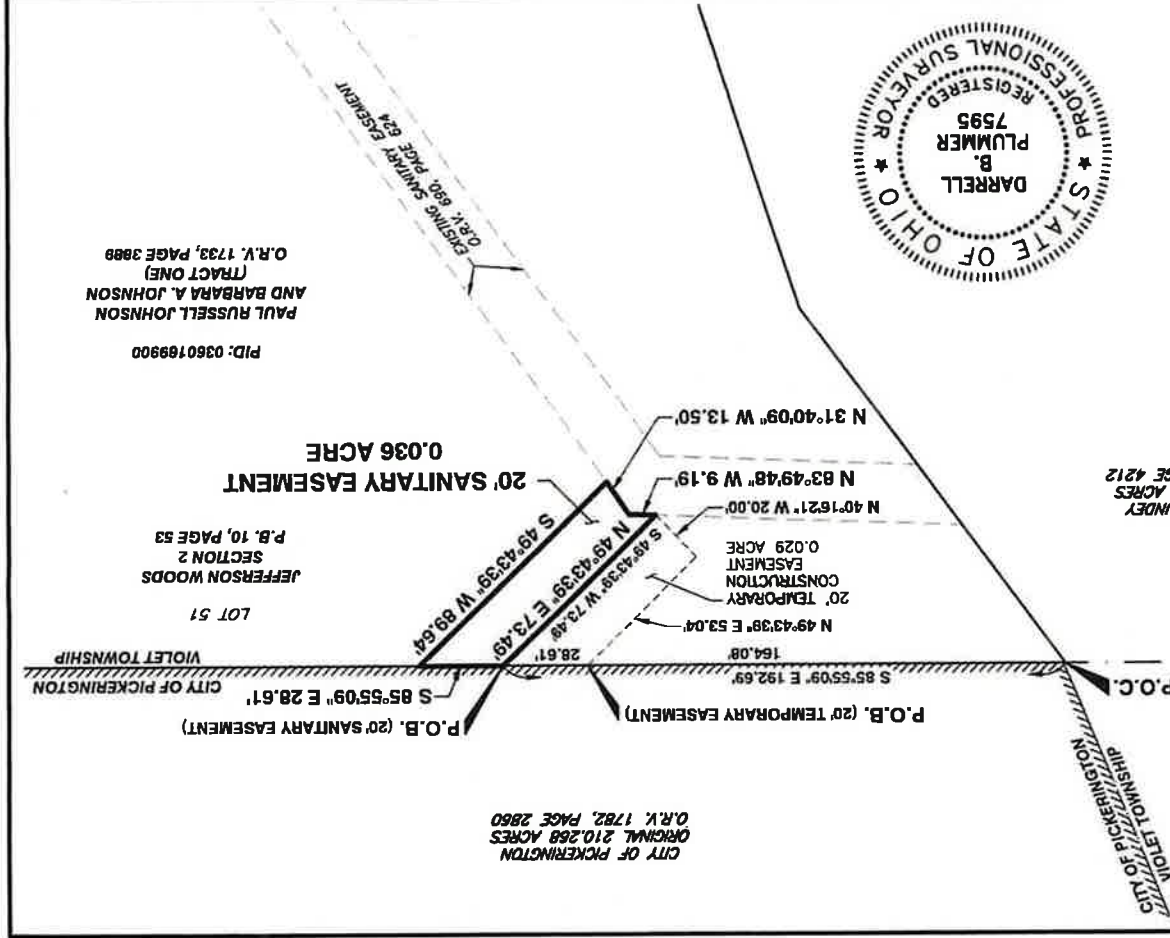
Notary Public

Exhibit A

ESMT DBP EXHIBIT:		PROJECT NO: 334-480	DATE: AUGUST 2024 DWG SCALE: 1"=50'
BRAUN HOLDINGS & MANAGEMENT GROUP USA, LLC FAIRFIELD COUNTY, OHIO 0.036 ACRE TEMP. CONSTRUCTION EASEMENT		APPROVED BY: DBP	DRAWN BY: KAS CHECKED BY: DBP WWW.CECLINC.COM
BRAUN HOLDINGS & MANAGEMENT GROUP USA, LLC FAIRFIELD COUNTY, OHIO 0.036 ACRE TEMP. CONSTRUCTION EASEMENT		SURE 250 WORTHINGTON, OH 43085 PH: 614.540.6633 WWW.CECLINC.COM	CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 

CERTIFICATION:
 THE FOREGOING EASEMENT WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY OR UNDER MY DIRECT SUPERVISION IN AUGUST, 2023.
 DARRELL B. PLUMMER
 PROFESSIONAL LAND SURVEYOR NO. 7595
 DATE: 08/06/2024

PERTINENT DOCUMENTS:
 DEEDS OF RECORD ON FILE AT THE FAIRFIELD COUNTY RECORDER'S OFFICE, FAIRFIELD COUNTY.
 THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF SOUTH 85°55'09" EAST AS DETERMINED FOR THE NORTH LINE OF LOT 51 OF JEFFERSON WOODS SECTION 2 OF RECORD IN PLAT BOOK 10, PAGE 53 BASED ON FIELD OBSERVATIONS PERFORMED IN AUGUST, 2023 AND BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NSRS 2011 ADJUSTMENT). SAID BEARING WAS ESTABLISHED BY STATIC AND RTK GPS OBSERVATIONS CALCULATED USING NATIONAL GEODETIC SURVEY, OPUS-S SERVICE PERFORMED ON AUGUST, 29 OF THE YEAR 2023.



PLAT OF EASEMENT
 STATE OF OHIO, COUNTY OF FAIRFIELD,
 TOWNSHIP OF VIOLET,
 SECTION 27, TOWNSHIP 15, RANGE 20,
 CONGRESS LANDS EAST OF SCIOTO RIVER.

P:\1330-0001\334-4801-Survey\DWG\334480-5701-ESMT.dwg 0.036 ACRES ACQUISITION\15/8/24/2024 - Assembly - LF: 8/6/2024 6:56 AM

Exhibit B



DESCRIPTION OF 0.036 ACRE SANITARY EASEMENT

Situated in the State of Ohio, County of Fairfield, Township of Violet, Section 27, Township 15, Range 20, Congress Lands East of Scioto River, being part of Lot 51 of Jefferson Woods Section 2 of record in Plat Book 10, Page 53 as described in deed to Paul Russell Johnson and Barbara A. Johnson as Tract One of record in Official Record Volume 1733, Page 3889, all references to records being on file in the Office of the Recorder, Fairfield County, Ohio, said 0.036 acre easement being more fully described herein;

COMMENCING at the northwest corner of said Lot 51, being at the northeast corner of an original 9.653 acre tract of land described in deed to Susan M. Grundey of record in Official Record Volume 1832, Page 4212, being on the south line of a 14.033 acre tract of land described in deed to Sheridan Smith of record in Official Record Volume 1607, Page 1902, being on the north line of said Section 27, and being on the south line of Section 22;

Thence South 85°55'09" East, a distance of 192.69 feet, with the north line of said Lot 51, with the south line of said 14.033 acre tract, with the south line of an original 210.268 acre tract of land described in deed to the City of Pickerington of record in Official Record Volume 1782, Page 2860, with the north line of said Section 27, with the south line of said Section 22, with a north line of Violet Township, and with a south line of the City of Pickerington Corporation Line, to the **POINT OF BEGINNING**;

Thence South 85°55'09" East, a distance of **28.61 feet**, with the north line of said Lot 51, with the south line of said 210.268 acre tract, with the north line of said Section 27, with the south line of said Section 22, with a north line of said Violet Township, and with a south line of said City of Pickerington Corporation Line, to a point;

Thence crossing said Lot 51, the following four (4) courses:

1. **South 49°43'39" West**, a distance of **89.64 feet**, to a point;
2. **North 31°40'09" West**, a distance of **13.50 feet**, to a point;
3. **North 83°49'48" West**, a distance of **9.19 feet**, to a point;
4. **North 49°43'39" East**, a distance of **73.49 feet**, to the **POINT OF BEGINNING**, containing 0.036 of an acre, subject to all easements and documents of record.

The bearings shown on this survey are based on the bearing of South 85°55'09" East as determined for the north line of Lot 51 of Jefferson Woods Section 2 of record in Plat Book 10, Page 53 based on field observations performed in August, 2023 and based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS 2011 adjustment). Said bearing was established by Static and RTK GPS Observations, calculated using National Geodetic Survey, OPUS-S service performed on August, 29 of the year 2023.

The foregoing easement was prepared from an actual field survey performed by or under my direct supervision in August, 2023.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Darrell B. Plummer

Darrell B. Plummer, P.S.
Registered Surveyor No. 7595

08/06/2024

Date

Date Prepared: 8/6/2024
File Name: 334480-SV01-ESMT_SA 0.036 AC Legal.docx

Page 1 of 1:

Exhibit C



DESCRIPTION OF 0.029 ACRE TEMPORARY CONSTRUCTION EASEMENT

Situated in the State of Ohio, County of Fairfield, Township of Violet, Section 27, Township 15, Range 20, Congress Lands East of Scioto River, being part of Lot 51 of Jefferson Woods Section 2 of record in Plat Book 10, Page 53 as described in deed to Paul Russell Johnson and Barbara A. Johnson as Tract One of record in Official Record Volume 1733, Page 3889, all references to records being on file in the Office of the Recorder, Fairfield County, Ohio, said 0.029 acre temporary easement being more fully described herein;

COMMENCING at the northwest corner of said Lot 51, being at the northeast corner of an original 9.653 acre tract of land described in deed to Susan M. Grundey of record in Official Record Volume 1832, Page 4212, being on the south line of a 14.033 acre tract of land described in deed to Sheridan Smith of record in Official Record Volume 1607, Page 1902, being on the north line of said Section 27, and being on the south line of Section 22;

Thence South 85°55'09" East, a distance of 164.08 feet, with the north line of said Lot 51, with the south line of said 14.033 acre tract, with the south line of an original 210.268 acre tract of land described in deed to the City of Pickerington of record in Official Record Volume 1782, Page 2860, with the north line of said Section 27, with the south line of said Section 22, with a north line of Violet Township, and with a south line of the City of Pickerington Corporation Line, to the **POINT OF BEGINNING**;

Thence South 85°55'09" East, a distance of 28.61 feet, with the north line of said Lot 51, with the south line of said 210.268 acre tract, with the north line of said Section 27, with the south line of said Section 22, with a north line of said Violet Township, and with a south line of said City of Pickerington Corporation Line, to a point;

Thence crossing said Lot 51, the following three (3) courses:

1. South 49°43'39" West, a distance of 73.49 feet, to a point;
2. North 40°16'21" West, a distance of 20.00 feet, to a point;
3. North 49°43'39" East, a distance of 53.04 feet, to the **POINT OF BEGINNING**, containing 0.029 of an acre, subject to all easements and documents of record.

The bearings shown on this survey are based on the bearing of South 85°55'09" East as determined for the north line of Lot 51 of Jefferson Woods Section 2 of record in Plat Book 10, Page 53 based on field observations performed in August, 2023 and based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS 2011 adjustment). Said bearing was established by Static and RTK GPS Observations, calculated using National Geodetic Survey, OPUS-S service performed on August, 29 of the year 2023.

The foregoing easement was prepared from an actual field survey performed by or under my direct supervision in August, 2023.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Darrell B. Plummer

Darrell B. Plummer, P.S.
Registered Surveyor No. 7595

08/06/2024

Date

Date Prepared: 8/6/2024

File Name: 334480-SV01-ESMT_TP 0.029 AC Legal.docx

Page 1 of 1:

Prosecutor's Approval Page

Resolution No.

A resolution approving an additional sanitary easement between Paul Russell Johnson and the Fairfield County Commissioners.

(Fairfield County Utilities Department)

Approved as to form on 9/20/2024 11:18:27 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-09.24.dd

A Resolution Approving an Additional Sanitary Easement between Paul Russell Johnson and the Fairfield County Commissioners

(Fairfield County Utilities Department)

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 September 26, 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

09/26/2024 to 09/26/2024

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 COMMISSIONERS ADMIN									
Fund: 1001 - GENERAL FUND									
1586791	09/26/2024	82133	JEFF PORTER	8/27/24	08/27/2024	24000207	C0924	ICE FOR STATE OF THE COUNTY	31.96
Fund: 2876 - FISCAL RECOVERY (ARP)									
5410611	09/26/2024	3078	LANCASTER FESTIVAL INC	9/16/24	09/16/2024	24006705	C0924	to recover from pandemic consequences	100,000.00
Fund: 3896 - HANGAR 2023 CAPITAL PROJ FND									
5410615	09/26/2024	14329	SETTERLIN BUILDING COMPANY	1	09/18/2024	24005004	C0924	2024 Hangar Project	176,599.76
								TOTAL: COMMISSIONERS ADMIN	276,631.72

INVOICES BY DEPARTMENT

09/26/2024 to 09/26/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201			COMM-ECONOMIC DEV						
			Fund: 3897 - WORKFORCE STATE CAPITAL PROJ						
5410616	09/26/2024	18043	AMERESCO, INC	1012819	09/09/2024	24000601	C0924	WORKFORCE CENTER RTU REPLACEMENTS	159,989.00
							TOTAL: COMM-ECONOMIC DEV		159,989.00

INVOICES BY DEPARTMENT

09/26/2024 to 09/26/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1209			COMM-INFORMATION TECHNOLOGY						
			Fund: 1001 - GENERAL FUND						
5410609	09/26/2024	3059	INSIGHT PUBLIC SECTOR INC	1101205131	09/01/2024	24000554	C0924	Office 365 subscription 9/1/24-8/31/25	365,066.36
TOTAL: COMM-INFORMATION TECHNOLOGY									365,066.36

INVOICES BY DEPARTMENT

09/26/2024 to 09/26/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1246			PUBLIC TRANSIT						
			Fund: 2908 - PUBLIC TRANSIT						
5410612	09/26/2024	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	CFI0824	08/01/2024	24006268	C0924	Purchased Transportation Aug 2024	106,997.00
								TOTAL: PUBLIC TRANSIT	106,997.00

INVOICES BY DEPARTMENT

09/26/2024 to 09/26/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270	COMM-MAINTENANCE								
Fund: 1001 - GENERAL FUND									
5410610	09/26/2024	3078	LANCASTER FESTIVAL INC	9/16/24	09/16/2024	24006706	C0924	Ceia Opengate Magnetometer units	74,900.00
Fund: 3435 - PERMANENT IMPROVEMENT FUND									
5410614	09/26/2024	12318	GUTKNECHT CONSTRUCTION COMPANY	3	09/17/2024	24003694	C0924	Workforce /OU Engineering Lab Alterations	235,095.00
TOTAL: COMM-MAINTENANCE									309,995.00

INVOICES BY DEPARTMENT

09/26/2024 to 09/26/2024

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
2300			SHERIFF-ADMIN						
			Fund: 1001 - GENERAL FUND						
5410613	09/26/2024	7002	MOTOROLA SOLUTIONS INC	1187129376	08/01/2024	24003128	C0924	MOTOROLA CENTRACOM RADIO CONSOLE EXPANSION-DISPATC	113,409.00
								TOTAL: SHERIFF-ADMIN	113,409.00

INVOICES BY DEPARTMENT

09/26/2024 to 09/26/2024

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: **\$1,332,088.08**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-09.24.ee

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER**



Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

Petition Summary:	The Eastern Cottontail Solar project is being proposed for construction in our predominantly agricultural and recreational region of Fairfield County, Ohio. We are asking you to sign this petition if you would like to preserve and protect green spaces in Fairfield County, Ohio from utility-scale solar plants.
Action Petitioned For:	We, the undersigned, are concerned citizens who urge our township trustees, county commissioners, and the Ohio Power Siting Board to protect the treasured green spaces in the Buckeye Lake, Millersport, Walnut, Liberty, Pleasant, and Richland Township areas of Fairfield County, Ohio. We urge our trustees, commissioners, and the OPSB to reject any efforts to (develop or receive a certificate to develop a utility-scale solar plant (major utility facility)) for the proposed Eastern Cottontail Solar project.

Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. W Harvey Howdyshell	865 Bickel Church Rd NE	Baltimore	Fairfield	5/27/24
2. Brad Marshall	6405 Pleasantville Rd	Pleasantville	Fairfield	5/29/24
3. Jason Marshall	6409 Pleasantville Rd.	Pleasantville Richland	Fairfield	7/19/24
4. Beverly J. Beyer	6722 Logan-Thornville Rd	Rushville,	Fairfield	5/29/24
5. [Signature]	7195 Thornville Rd NE	Thornville	Fairfield	3/25/24
6. [Signature]	5770 Logan-Thornville Rd	Rushville/Richland	Fairfield	5/29/24
7. Barbara L. Johnson	304 Scotland Place	Lancaster	Fairfield	7/2/24
8. [Signature]	1205 2 Cottage St	Millersport	Fairfield	7/2/24
9. [Signature]	12104 4 th AVE	MILLERSPORT	FAIRFIELD	07/02/24
10. [Signature]	1830 Cedar Hill Rd	Lancaster	Fairfield	7-2-24

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

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Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. <i>Randall S Beyr</i>	6726 LOGAN - THORNVILLE RD	Richland TWP	Fairfield	5/29/24
2. <i>Jay Mcnami</i>	1301 WINDING OAK DR S	GREENFIELD TWP	FAIRFIELD	5/29/24
3. <i>[Signature]</i>	3520 Durbin Rd SE	Bremen	Fairfield	5/29/24
4. <i>[Signature]</i>	5005 State Route 664 S	Bremen	Hocking	5-29-24
5. <i>Russell E. Frost</i>	300 Bickel Church RD	Baltimore OH	Fairfield	5/29/24
6. <i>Kristal Olsan</i>	7625 Hempson Rd	Thornville OH	Fairfield	5/29/24
7. <i>Debra Galt</i>	8900 Lake Rd NE	Millersport OH	Fairfield	5/29/24
8. <i>[Signature]</i>	8100 Lake Rd NE	Millersport, OH	Fairfield	5/29/24
9. <i>Dan Hunt</i>	4935 Pleasantville Rd	Pleasantville OH	Fairfield	5/29/24
10. <i>Teri Hunt</i>	4935 Pleasantville Rd	Pleasantville OH	Fairfield	5/29/24


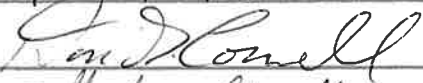

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

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Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. <i>Cathryn Atwood</i>	3490 Geiger R N.E	Walnut Millersport, Ohio	Fairfield	6/7/24
2. <i>[Signature]</i>	459 E Cliff St	Baltimore, OH	Fairfield	6/22/24
3. <i>[Signature]</i>	194 Rossign Ave	Columbus	Franklin	6/22/24
4. <i>Molly McCauley</i>	535 Fredrick St. South	Leicester	Fairfield	6-27-24
5. <i>[Signature]</i>	852 Shelle Forest, Amanda	AMANDA	"	6/25/24
6. <i>[Signature]</i>	1782 Cedar Hill Rd	AMANDA	Fairfield	5/25/24
7. <i>[Signature]</i>	1782 Cedar Hill Rd.	Amanda	Fairfield	5-25-24
8. <i>[Signature]</i>	11155 Stout Rd	AMANDA	Fairfield	7-25-24
9. <i>[Signature]</i>	"	"	"	"
10. <i>[Signature]</i>	5200 Barr Rd SW	Amanda	Fairfield	7-25

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

Petition Summary:	The Eastern Cottontail Solar project is being proposed for construction in our predominantly agricultural and recreational region of Fairfield County, Ohio. We are asking you to sign this petition if you would like to preserve and protect green spaces in Fairfield County, Ohio from utility-scale solar plants.
Action Petitioned For:	We, the undersigned, are concerned citizens who urge our township trustees, county commissioners, and the Ohio Power Siting Board to protect the treasured green spaces in the Buckeye Lake, Millersport, Walnut, Liberty, Pleasant, and Richland Township areas of Fairfield County, Ohio. We urge our trustees, commissioners, and the OPSB to reject any efforts to develop utility-scale solar plants for the proposed Eastern Cottontail Solar project.

Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. 	1830 Cedarhill Rd.	Lancaster, Ohio	Fairfield	7/2/24
2. Krista Azeithke	10378 Deep Cut Rd.	Millersport, Ohio	Fairfield	7/2/24
3. Ted K Keller	10675 Deep Cut Rd	Millersport Twp	Fairfield	7/2/24
4. 	445 Ridgemoor Way	Lancaster, Ohio	Fairfield	7-2-24
5. Ruth Ann Cornell	445 RIDGEMORE WAY	LANCASTER, OHIO	FAIRFIELD	7.2.24
6. Jim Reep	1815 Bechel Ct NE	Ballemore O	Fairfield	7/2/24
7. Scott Whited	P.O. Box 52	THURSTON OHIO	FAIRFIELD	7/2/24
8. 	9305 Westfall Rd	Amador OH	FAIRFIELD	7/2/24
9. Alan Rawlins	8390 LANCASTER THORNTONVILLE PLEASANTVILLE OHIO 43148	Pleasantville	Fairfield	7/2/24
10. Judy Rawlins	8390 Lancaster Thorntonville Rd Pleasantville, Ohio 43148	Pleasantville	Fairfield	7/2/24

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

Petition Summary:	The Eastern Cottontail Solar project is being proposed for construction in our predominantly agricultural and recreational region of Fairfield County, Ohio. We are asking you to sign this petition if you would like to preserve and protect green spaces in Fairfield County, Ohio from utility-scale solar plants.
Action Petitioned For:	We, the undersigned, are concerned citizens who urge our township trustees, county commissioners, and the Ohio Power Siting Board to protect the treasured green spaces in the Buckeye Lake, Millersport, Walnut, Liberty, Pleasant, and Richland Township areas of Fairfield County, Ohio. We urge our trustees, commissioners, and the OPSB to reject any efforts to develop or receive a permit to develop a utility-scale solar plant (major utility facility) for the proposed Eastern Cottontail Solar project.

Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. <i>Sharon Brewer</i>	2141 Amanda Northern Rd	Amanda	Fairfield	7/27/24
2. <i>Jeanette Brewer</i>	2466 Amanda-Northern Rd	Amanda	Fairfield	7/27/24
3. <i>Jeff [unclear]</i>	343 Cedar Hill Rd SW	Amanda	Fairfield	7/27/24
4. <i>Jeff [unclear]</i>	343 Cedar Hill Rd SW	Amanda	Fairfield	7/27/24
5. <i>Dana Anderson</i>	5228 Drum Rd	Amanda	Fairfield	7/27/24
6. <i>Dave Berner</i>	7225 Lanc-Crescent Rd	Lancaster	Fairfield	7/27/24
<i>Cliff E. Hunt</i>	112 N. McKinley Ave.	Amanda	Fairfield	7-27-24
8. <i>Amy Hoover</i>	11231 Stout Rd SW	Amanda	Fairfield	07/27/24
9. <i>THEODORE WHITE</i>	7525 ROYALTON RD SW	LANCASTER	FAIRFIELD	7/27/24
10.				

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

IN LIBERTY TOWNSHIP, FAIRFIELD CO. OHIO

Petition Summary:	The Eastern Cottontail Solar project is being proposed for construction in our predominantly agricultural and recreational region of Fairfield County, Ohio. We are asking you to sign this petition if you would like to preserve and protect green spaces in Fairfield County, Ohio from utility-scale solar plants <i>(wind utility) scale</i>
Action Petitioned For:	We, the undersigned, are concerned citizens who urge our township trustees, county commissioners, and the Ohio Power Siting Board to protect the treasured green spaces in the Buckeye Lake, Millersport, Walnut, Liberty, Pleasant, and Richland Township areas of Fairfield County, Ohio. We urge our trustees, commissioners, and the OPSB to reject any efforts to develop or receive a certificate to develop a utility-scale solar plant (major utility facility) for the proposed Eastern Cottontail Solar project.

Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. Dennis Renwick	612 Lanning St.	Pickerington	Fairfield	7/6/24
2. Ervin Rumm	5290 Barr Rd. Amunda	Amunda	Fairfield	7-25-24
3. Evette Fields	6520 Foshnough School Rd Amunda	Amunda	Fairfield	7/25/24
4. Tim Fields	" " "	Amunda	Fairfield	7/25/24
5. Pam Pontius	8945 Royalton Dr SW	Amunda	Fairfield	7/25/24
6. Deanna Decker	8925 Ashville - Fairport	Ashville	Pickaway	7/25/24
7. Eva J. Trimmer	8895 S. Bloomfield Royalton	Ashville	Pickaway	7/25/24
8. Cheryl Bunn	7925 Lane Circle	Lancaster	Fairfield	7/25/24
9. Brandon Erb	10670 Peters Rd Amunda	Amunda	Fairfield	7/25/24
10. Dee Jepsen	5270 Drum Rd Amunda	Amunda	Fairfield	7/25/24

print sign address in twp in county w/in 1 mi of project date

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

IN LIBERTY TOWNSHIP, FAIRFIELD CO. OHIO

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Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. <i>Matt Albrecht</i>	1420 ROLY RD	BALTIMORE OH	FAIRFIELD	2-3-24
2. <i>Sandy Witherspoon</i>	1520 STEMEN RD NW	BALTIMORE OH	FAIRFIELD	02-04-24
3. <i>Carol Bell</i>	1520 STEMEN RD NW	BALTIMORE OH	FAIRFIELD	02-04-2024
4. <i>SHARON WITHERSPOON</i> <i>Sharon Witherspoon</i>	1729 STEMEN RD	BALTIMORE OH	FAIRFIELD	2/4/24
5. <i>Larry Witherspoon</i>	1729 STEMEN RD	BALTIMORE OH	FAIRFIELD	2-4-24
6. <i>Clarence Price</i>	155 STEMEN RD	BALTIMORE OH	FAIRFIELD	2-4-24
7. <i>Josephine Price</i>	155 STEMEN RD	BALTIMORE OH	FAIRFIELD	2-4-24
8. <i>William George</i>	1149 ROLY RD NW	BALTIMORE OH	FAIRFIELD	2-5-24
9. <i>JJ Hull</i>	10945 CHERRY LN NW	BALTIMORE OH	FAIRFIELD	2-5-24
10. <i>Angeline Huckle</i>	10945 CHERRY LN NW	BALTIMORE OH	FAIRFIELD	2-5-24

Petition to: Preserve & Protect Green Spaces from Utility-Scale Solar

IN LIBERTY TOWNSHIP, FAIRFIELD CO. OHIO

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Signature	Voting Residence Street Number and Address	City, Village or Township	County	Date of Signing
1. <i>Therese E. Bohan</i>	1835 Steiner Rd	Baltimore	Fairfield	2/3/24
2. <i>[Signature]</i>	2181 Steiner Rd	Baltimore	Fairfield	2/3/24
3. <i>Karen M. Mann</i>	10340 Snyder Church Rd	Baltimore	Fairfield	2/3/24
4. <i>Randy R. Mann</i>	10340 SNYDER CHURCH RD NW	BALTIMORE	FAIRFIELD	2-3-24
5. <i>Dorothy Jean George</i>	1060 Roley Rd.	Liberty Township	Fairfield	2-3-24
6. <i>Ronald J. George</i>	1149 Roley Rd	Liberty Twp	Fairfield	2-3-24
7. <i>Chris Linn</i>	1295 ROLEY RD	LIBERTY TWP	FAIRFIELD	2-3-24
8. <i>Trinity DeGrace</i>	1337 Roley Rd	Liberty	Fairfield	2/3/24
9. <i>Barbara Pelton</i>	1380 Roley Rd	Liberty	Fairfield	2/3/24
10. <i>Mike O. Pelton III</i>	1380 Roley Rd.	Liberty	Fairfield	2/3/24