

Regular Meeting #41 - 2024
Fairfield County Commissioners' Office
October 1, 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 & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Deputy Director of Job & Family Services, Heather O'Keefe; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorneys, Steven Darnell and Austin Lines; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Deputy CPS Director, Sarah Fortner; FCFC Manager, Tiffany Wilson; Regional Planner, Josh Hillberry; Child & Youth Permanency Manager, Dave Henwood; Dog Warden, Leighann Adams; and Sheriff's Deputy, Kevin Romine. Also in attendance: Stephanie Taylor, Ray Stemen, Sherry Pymmer, and Bryan Everitt.

Virtual attendees: Michael Kaper, Belinda Nebbergall, Jeff Barron, Shannon, BGM, Aubrey Ward, Shelby Hunt, Deborah, Greg F, Joe Ebel, Lynette Barnhart, Kit Burley, Tony Vogel, Lori Hawk, Baylie Blevins, Jeanie Wears, Toni Ashton, Tiffany Daniels, Nick, and Lori Lovas.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Recognition of Proclamations

Commissioner Fix read each of the proclamations.

Director of the Lighthouse, Inc., Susan Stoughton, accepted the proclamation acknowledging October as Domestic Violence Awareness Month.

Ms. Stoughton thanked the Commissioners for the proclamation and spoke about the important services provided by the Lighthouse. She added that 5,100 people were serviced at the Lighthouse in September.

Commissioner Fix spoke about his dogs that were adopted through the Fairfield County Dog Shelter and encouraged everyone to adopt a dog after reading the proclamation for Adopt a Dog Month.

Fairfield County Dog Warden, Leighann Adams, thanked the Commissioners and spoke about the available dogs at the Dog Shelter, Ms. Adams introduced a dog that was available for adoption.

IT Director, Dan Neeley, and Fairfield County Security Analyst, Brian Plummer, accepted the proclamation for Cybersecurity Awareness Month. Mr. Neeley stated that the threats would always be there and that the focus was on mitigating vulnerability.

Recognition of Public Children Services Association of Ohio (PCSAO) Winners

JFS Permanency Manager, Dave Henwood, spoke about the Carr family being named the State of Ohio Foster Family of the Year. He added that they do wonderful work with the foster children placed in their care.

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Mr. Carr stated that he and his wife, Melinda, thankful and want to do the best for the kids and their families. He added that they were humbled by the recognition.

Ms. Cordle stated that there is only one foster family in the entire state named "Foster Family of the Year. She added that Ruth Hoch was named "Supervisor of the Year" and that it is great to have two statewide winners in Fairfield County.

Mr. Henwood added that Ms. Hoch had a whole new team over the last two years

Ms. Hoch stated that she started in September of 2001, and is blessed with a great team.

Public Comments

Ray Stemen of Lancaster prayed over the county for strong leadership.

Sherry Pymer of Walnut Township offered her concerns for solar energy farms.

Stephanie Taylor with Habitat for Humanity of Southeast Ohio announced they have their fifth homeowner in Fairfield County. She also provided an update on Project Playhouse.

Ms. Cordle stated that Ms. Taylor participated in "On with Aunie" the previous day.

Legal Update

There was no legal update.

Legal Update

None.

County Administration Update

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

Week in Review

Fairfield County Fair Grand Opening

The 174th Fairfield County Fair grand opening ceremony will take place next Monday at 8:00 at the Feeder Creek Arena.

Fairfield County Offices Closed

Fairfield County Offices will be closed for Fair Day on Friday, October 11th. We hope to see all of you at the fair.

County Purchases Colonnade Medical Center Building

To reduce leases for County operations, the Colonnade Medical Center building was purchased yesterday. This purchase was made possible by a \$2 million grant from the State. The County Health Department was a tenant in the building and the County desired to no longer be in a leasing situation for this department.

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In addition to the Health Department continuing in that location, we will also be relocating another County department that is currently leasing space. The new building will be renamed the Sheridan Center.

Commissioner Fix recognized Administrator Cordle's efforts and leadership on the purchase of the property.

Commissioner Levacy gave his appreciation for the assistance the county had received from the state for the purchase of the property.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 37 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution approving the three proclamations that were presented at the beginning of the meeting for Adopt a Shelter Dog Month, Cybersecurity Awareness Month, and Domestic Violence Awareness Month.
- We have a resolution to vacate a portion of an alley in Walnut Township known as Fisher St. The viewing for this petition was on September 24th and the hearing at 9:35 this morning.
- There is a resolution for additional appropriations of \$165,000 from the General Fund for Juvenile Court appointed attorney fees.
- The Engineer's Office has submitted 15 resolutions. Twelve resolutions related to each of the 12 Engineer Viewings to consider the necessity for road, culvert, and bridge projects. Those viewings occurred on September 10th and 17th. The hearings occurred on September 24th. The Engineer's Office also has a resolution to schedule a Township Trustee meeting as per ORC 5543.06, and two financial resolutions. One to appropriate from unappropriated and one to request appropriations for unanticipated receipts for Fund #3445, to be used for the Refugee Rd. project.
- A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc
- There is a resolution for a fourth quarter recycling services budget revision from Community Action. This will adjust their benefits, disposal, salaries, and vehicle maintenance lines.
- There are two CDBG resolutions from Regional Planning. One resolution to award Hickory Valley Sod Farm LLC the Village of Sugar Grove Rocket Way Sewer Improvement Project, and another resolution for a change order to the Pleasantville Storm Sewer Improvements Project.
- And a resolution from Transit to appropriate from unappropriated for the ODOT Grant, Fund #2908.

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Budget Review

- Budget Director, Bart Hampson, had nothing to report.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Regional Planning Commission Meeting, October 1, 2024, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- CCAO/CEAO Central Region Meeting, October 4, 2024, 10:00 a.m., Champaign County Community Center, 1512 South U.S. Highway 68, Urbana
- MORPC Summit on Sustainability, October 29, 2024, 8:00 a.m. – 4:00 p.m., Hilton Columbus Downtown, 402 N. High St., Columbus
- Engineering Tech Lab Ribbon Cutting Event, November 6, 2024, 4:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
- Ohio Council of County Officials Legislative Reception, November 12, 2024, 5:00 p.m. – 7:00 p.m., Ohio Statehouse Rotunda, 1 Capitol Sq., Columbus
- Fairfield 33 Development Alliance Economic Update, December 13, 2024, 8:30 a.m. – Breakfast, 9:00 a.m. – Presentations, Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll

Correspondence

- Flyer, ADAMH Renewal Levy
- Email, Air Evac Program Director, Leslie Aquino, September 27, 2024, Subject: Air Evac Lifeteam in Fairfield County
- Ohio Auditor of State, Keith Faber, Fairfield County 2023 Audit Report and Management Letter
- Memo, Fairfield County Auditor, Dr. Carri Brown, September 26, 2024, Subjects: Website Update & Fact Sheets for November 2024 Ballot Issues
- Fairfield County Auditor's Just the Facts, Fairfield County Levy Information
- Fairfield County Auditor's Wins of the Week, September 26, 2024
- Correspondence Regarding Industrial Solar Projects
- Correspondence and Invitations Regarding the Fairfield County Fair's Livestock Sales, October 10, 2024, 5:00 p.m.; October 11, 2024, 10:00 a.m.
- Newsletter, "Auditor's Ledger: News from the County Auditor's Office, September 2024

Old Business

Commissioner Fix stated he attended the nature fair over the weekend at Coyote Run and expressed his appreciation for the programs of the Fairfield County Park District. He continues to meet with township and villages and will visit Pleasant Township on Wednesday.

Commissioner Davis participated in the governing board meeting for the Major Crimes Unit to update their bylaws and appoint an interim commander to replace Commander Lowe.

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Commissioner Levacy attended the ribbon cutting for the newest family to receive a Habitat for Humanity home which was partially built at the Fairfield Career Center.

New Business

Commissioner Fix will attend a meeting with CCAO to meet with neighboring counties and discuss the potential impact of large projects in the area.

Commissioner Davis was thrilled to attend the Habitat for Humanity ribbon cutting and is thrilled that the county can play a part in the organization's success.

Hearing for Vacation of Unimproved Public Rd., Fisher St., Shell Beach, Walnut Township

Engineer Upp stated the vacation of the alley will not cause any issues to nearby property owners.

Attorney, Tom Corbin, agent for the petitioner and co-executor of the property, stated the premises were never developed and provided the statues that warrant the approval of the vacation of the alley.

Commissioner Davis stated he attended the viewing where there were several interested parties and added he is in favor of the vacation.

Commissioner Levacy asked if there was anyone else in attendance who would like to make a comment, and if there were any additional proponents of the petition or anyone opposed.

There were no additional comments and Engineer Upp stated he had no final comments.

Hearing closed at 9:39 a.m.

Hearing for Vacation of Unimproved Public Rd., Taylor's Sandy Beach, Walnut Township

Engineer Upp stated this is a similar situation to the previous hearing and the alley has never been utilized or developed and will not cause issues for nearby property owners.

Sherry Pymer of Walnut Township stated she owns a nearby property and that the alley has never been developed. She stated there is no reason to not vacate the property.

Commissioner Levacy asked if there was anyone else in attendance who would like to make a comment, and if there were any additional proponents of the petition or anyone opposed.

There were no additional comments and Engineer Upp stated he had no final comments.

Hearing closed at 9:42 a.m.

Hearing to Vacate a Portion of Allen Rd. (TR 227), Violet Township

Engineer Upp stated the petition from ODOT has to do with the proposed route 33/Pickerington Road interchange. This is how ODOT starts the process of needed rights-of-way for the project. A portion of Allen Road has not been maintained but is owned by the Commissioners. The vacation of the road does have impacts to multiple properties in the area which are farmed. There are additional properties who potentially use that road. Violet Township Trustee, Terry Dunlap, attended the viewing and expressed concerns for the possible economic impact.

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Commissioner Davis asked if the Violet Township Trustees had a solution.

Engineer Upp stated they had not offered a solution.

Attorney Steven Darnell shared that the Commissioners could choose to not act at the meeting.

Commissioner Levacy asked if there was anyone else in attendance who would like to make a comment, and if there were any additional proponents of the petition or anyone opposed.

Rick Ricketts shared he is legal counsel for the Hummel family and is also a taxpayer. He supports collaboration with governmental entities and supports the Pickerington Road off-ramp and the economic benefits. There are pending offers out to the nearby property owners who need time to allow discussions to continue. He requested that the Board continue the discussion and let the process move forward, allowing the parties to negotiate openly and freely.

Commissioner Fix stated Engineer Upp and Director Vogel had time to meet about the property. The county wants to be cooperative while protecting property rights of property owners. He is going to make a motion to table this so that negotiations and discussions can continue.

There were no additional comments and Engineer Upp stated he had no final comments.

Hearing closed at 9:49 a.m.

New Business Continued...

Treasurer Bahnsen spoke on the dire situation in North Carolina where his family is located but stated they are currently safe.

Recorder McKenzie held a successful training with FIDLAR and other interested parties and thanked Greg Irvine who helped keep the meeting technology running.

Auditor Brown thanked the Red Cross for helping people impacted by disasters. She attended a conference in Cincinnati about property tax reforms where she had the opportunity to speak. There are two renewal, two replacement and three additional levies on the ballot this year. She also mentioned her office had closed the month of September and provided two "Maps of the Month" for October. One map was on the Fairfield County Fairgrounds and another fun map that had been requested on possible haunted areas in the county.

Mr. Szabrak stated that the Workforce Center and OU-L celebrated the graduation of the fourteen phlebotomy students who earned their certifications. Eastland Fairfield started their 5G training at the Workforce Center which teaches students how to run fiber lines in Southeast Ohio.

Commissioner Levacy stated he toured the new engineering tech lab at the Workforce Center and spoke about the great facility.

Mr. Kochis thanked the Walnut Township Fire Departments and first responders for facilitating and assisting with the Luke Bryan concert and getting people out of the area when inclement weather posed a threat.

Ms. O'Keefe spoke about the Blue Ribbon Run for Citizens to Protect the Children and Elderly.

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Regular (Voting) Meeting

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Virtual attendees: Michael Kaper, Belinda Nebbergall, Jeff Barron, Shannon, BGM, Aubrey Ward, Shelby Hunt, Deborah, Greg F, Joe Ebel, Lynette Barnhart, Kit Burley, Tony Vogel, Lori Hawk, Baylie Blevins, Jeanie Wears, Toni Ashton, Tiffany Daniels, Nick, and Lori Lovas.

Announcements

None.

Approval of Minutes for September 24, 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 24, 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 resolution from the Fairfield County Commissioners:

2024-10.01.a A Resolution Authorizing the Approval of Proclamations

Roll call vote of the motion resulted as follows:

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

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

2024-10.01.b A Resolution Approving a Vacation Request to Vacate a Portion of Allen Road in Violet Township

Roll call vote of the motion resulted as follows:

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

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:

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- 2024-10.01.c A Resolution Approving a Vacation Request to Vacate a Portion of an Unimproved Public Road, Fisher Street, in Walnut Township
- 2024-10.01.d A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for the General Fund #1001
- 2024-10.01.e A Resolution Authorizing a Fund-to-Fund Transfer for the 4th Quarter 2024 Allocation for the Multi County Juvenile Detention Center
- 2024-10.01.f A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 2024 Allocation
- 2024-10.01.g A Resolution to Approve a Memo Expense and Memo Receipt for Reimbursing Fairfield County Utilities for Mowing

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Auditor - Finance

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

- 2024-10.01.h A Resolution of Conversion of Prior Year 2022 Encumbrance (X-mode) to Current Year Appropriation and Appropriate from Unappropriated Expenditure Object Category for Funds #1001, 2876, 2066, 2060, 5046, 5820, and 5044

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Developmental Disabilities

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

- 2024-10.01.i A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure for Fund #2060
- 2024-10.01.j A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD, Fund #2060

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Board of Elections

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

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2024-10.01.k A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fund #2891, Precinct Election Official Training

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

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

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

2024-10.01.l A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #1001, Common Pleas Court Administration

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 Domestic Relations Court

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 Domestic Relations Court:

2024-10.01.m A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of Personal Services and Contractual 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:

2024-10.01.n A Resolution to Schedule an Annual Township Trustee Meeting

2024-10.01.o A Resolution to Declare the GRE-22 Campground Road Bridge Replacement Project a Necessity

2024-10.01.p A Resolution to Declare the AMA-29 Royalton Road Bridge Replacement Project a Necessity

2024-10.01.q A Resolution to Declare the HOC-21 Hamburg Road Bridge Replacement Project a Necessity

2024-10.01.r A Resolution to Declare the Clearport Road CR24-1.677 & CR24-1.776 Culvert Replacements Project a Necessity [Engineer] 2024-10.01.s A Resolution to Declare the Carroll-Eastern CR21-0.864 Culvert Replacement Project a Necessity

2024-10.01.t A Resolution to Declare the Carroll-Eastern CR21-2.154 Culvert Replacement Project a Necessity

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- 2024-10.01.u A Resolution to Declare the Carroll-Eastern CR21-4.465 Culvert Replacement Project a Necessity
- 2024-10.01.v A Resolution to Declare the North Walnut Lakeside Drainage Improvement Project a Necessity
- 2024-10.01.w A Resolution to Declare the GRE-04 Carroll-Eastern Road Bridge Replacement Project a Necessity
- 2024-10.01.x A Resolution to Declare the PLE-33 Old Mill Road Bridge Replacement Project a Necessity
- 2024-10.01.y A Resolution to Declare the PLE-32 Old Millersport Road Bridge Replacement Project a Necessity
- 2024-10.01.z A Resolution to Declare the Coonpath Road CR31-8.877 Culvert Replacement Project a Necessity
- 2024-10.01.aa A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024
- 2024-10.01.bb A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts/Memo Expenses for Fund #3445, Refugee Rd CR7-1.94

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Facilities

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

- 2024-10.01.cc A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc.
- 2024-10.01.dd A Resolution for Approval of Change Order No. 2 to the Contract between the Motorola Solutions and the Fairfield County Commissioners

Commissioner Fix spoke on the naming of the Sheridan Center.

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:

- 2024-10.01.ee A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072 Public Children's Services

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2024-10.01.ff A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS, Fund # 2599, Workforce 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 Lancaster Fairfield Community Action Agency

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Lancaster Fairfield Community Action Agency:

2024-10.01.gg A Resolution to Approve the CFLP Solid Waste District Recycling Services Contract Fourth Quarter 2024 Budget Revision Request

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

2024-10.01.hh A Resolution to Approve an Award of Bid to Hickory Valley Sod Farm LLC for the CDBG PY2023 Village of Sugar Grove Rocket Way Sewer Improvement Project

2024-10.01.ii A Resolution to Approve Change Order #2 for the CDBG PY2022 Village of Pleasantville, E. Columbus St. & Pearl St., Storm Sewer Improvements

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

Approval of a Resolution from 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:

2024-10.01.jj A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category within a Major Expenditure Category for Grant Fund #2908 for the Ohio Department of Transportation Grant

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

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:

2024-10.01.kk A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval



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, October 1, 2024
9:00 a.m.

Clerk

Rochelle Menningen

1. Viewing to Consider Petition to Vacate a Portion of Allen Rd. (TR 227), Violet Township, Allen Rd. and U.S.R. 33, 8:00 a.m.

2. 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.*

3. Welcome

4. Recognition of Proclamations

5. Recognition of Public Children Services Association of Ohio (PCSAO) Winners

6. Public Comments

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

7. Legal Update

8. Hearing for Vacation of Unimproved Public Rd., Fisher St., Shell Beach, Walnut Township, 9:35 a.m.

9. Hearing for Vacation of Unimproved Public Rd., Taylor's Sandy Beach, Walnut Township, 9:36 a.m.

10. Hearing to Vacate a Portion of Allen Rd. (TR 227), Violet Township, 9:40 a.m.

11. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received

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REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:
Steven A. Davis
Jeffrey M. Fix
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County Administrator
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Deputy County Administrator
Jeffrey D. Porter

Clerk
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- i. Regional Planning Commission Meeting, October 1, 2024, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- ii. CCAO/CEAO Central Region Meeting, October 4, 2024, 10:00 a.m., Champaign County Community Center, 1512 South U.S. Highway 68, Urbana
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- iv. Engineering Tech Lab Ribbon Cutting Event, November 6, 2024, 4:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
- v. Ohio Council of County Officials Legislative Reception, November 12, 2024, 5:00 p.m. – 7:00 p.m., Ohio Statehouse Rotunda, 1 Capitol Sq., Columbus
- vi. Fairfield 33 Development Alliance Economic Update, December 13, 2024, 8:30 a.m. – Breakfast, 9:00 a.m. – Presentations, Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll

f. Correspondence

- i. Flyer, ADAMH Renewal Levy
- ii. Email, Air Evac Program Director, Leslie Aquino, September 27, 2024, Subject: Air Evac Lifeteam in Fairfield County
- iii. Ohio Auditor of State, Keith Faber, Fairfield County 2023 Audit Report and Management Letter
- iv. Memo, Fairfield County Auditor, Dr. Carri Brown, September 26, 2024, Subjects: Website Update & Fact Sheets for November 2024 Ballot Issues
- v. Fairfield County Auditor's Just the Facts, Fairfield County Levy Information
- vi. Fairfield County Auditor's Wins of the Week, September 26, 2024
- vii. Correspondence Regarding Industrial Solar Projects
- viii. Correspondence and Invitations Regarding the Fairfield County Fair's Livestock Sales, October 10, 2024, 5:00 p.m.; October 11, 2024, 10:00 a.m.
- ix. Newsletter, "Auditor's Ledger: News from the County Auditor's Office, September 2024"

12. Old Business

13. New Business

- a. Updates from Elected Officials in Attendance

14. Regular (Voting) Meeting

15. Adjourn

16. Regional Planning Commission Meeting, Fairfield County Records Center, 6:00 p.m.

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Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 9.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$24,760,705.67 expended, \$4,4,517,365.74 encumbered or obligated.

Project/Category		As of 9/26/24 Appropriations	As of 9/26/24 Expenditure	As of 9/26/24 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

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 9.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$24,760,705.67 expended, \$4,4517,365.74 encumbered or obligated.

Project/Category		As of 9/26/24 Appropriations	As of 9/26/24 Expenditure	As of 9/26/24 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
R210h	Housing Project	700,000.00	0.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	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		6,426,158.72	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

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 9.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$24,760,705.67 expended, \$4,4517,365.74 encumbered or obligated.

Project/Category		As of 9/26/24 Appropriations	As of 9/26/24 Expenditure	As of 9/26/24 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	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	100,805.00	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		6,950,065.00	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	0.00
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 9.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,471,831.74 has been appropriated, \$24,760,705.67 expended, \$4,4517,365.74 encumbered or obligated.

Project/Category		As of 9/26/24 Appropriations	As of 9/26/24 Expenditure	As of 9/26/24 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
R61t	County Radios	61,537.50	0.00	0.00
R61u	Transportation	243,000.00	243,000.00	0.00
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		9,988,925.55	8,958,375.82	847,034.85

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2, 3 2024 – American Rescue Plan Fiscal Recovery Funds, as of 9.26.2024.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,471,831.74** has been appropriated, **\$24,760,705.67** expended, **\$4,4,517,365.74** encumbered or obligated.

Project/Category		As of 9/26/24 Appropriations	As of 9/26/24 Expenditure	As of 9/26/24 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	378,032.32	0.00
Subtotal Administration		591,798.66	378,032.32	0.00
Grand Total		\$30,471,831.74	\$24,760,705.67	\$4,517,365.74

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
SEPTEMBER 23, 2024 TO September 29, 2024

Fairfield County Commissioners

- AA.09.24-2024.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.09.25-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.09.26-2024.a An Administrative Approval for authorizing payment to SAS Title for the purchase of the property on 1550 Sheridan Drive. [Commissioners]

Fairfield County Emergency Management Agency

- AA.09.25-2024.b An Administrative Approval for an Agreement for purchase of SALT Triage Training System with The Ohio State Innovation Foundation. [EMA]



Summit on Sustainability

When: October 29, 2024

Where: Hilton Columbus Downtown

Time: 8:00 a.m. - 4:00 p.m.

Register today for MORPC's annual Summit on Sustainability. The Summit on Sustainability is MORPC's signature environmental conference, bringing hundreds of community leaders together to explore and share sustainable ideas and solutions.

From: [Carpico, Vincent E](#)
To: [Conrad, Angela R](#); ["Alan Greenslade"](#); ["Angela Krile"](#); [Iachini, Anthony M](#); [Cordle, Aundrea N](#); [Niceswanger, Bennett Joseph](#); ["Brandy Marshall"](#); ["Brian Long"](#); ["Brian Young"](#); [Commission Shared](#); ["Dave Gulden"](#); [Uhl, David Andrew](#); ["Dean DeRolph"](#); ["Dennis Mingyar"](#); [Toney, Deshawn J](#); ["Don McDaniel"](#); ["Eileen Leuby"](#); [Fields, Bayley E](#); ["Heather Maynard"](#); ["Jeff Guminey"](#); [Sturgeon, Jennifer](#); [Upp, Jeremiah David](#); ["Joe Steager"](#); ["Jonett Haberfield"](#); ["Kim Barlag"](#); ["Kyle Heavrin"](#); [Levacy, David L](#); [lori.sanders@violet.oh.us](#); ["Lucas Haire"](#); ["Matt McCollister"](#); ["Matt Poston"](#); ["Merydith Greene"](#); [Menningen, Rochelle M](#); ["Sarah Briggs"](#); [sauerjeffrey@hotmail.com](#); ["Stephanie Bosco"](#); [Szabrak, Richard M \(Rick\)](#); ["Temple Montanez"](#); ["Tera Bell"](#); ["Travis Markwood"](#); [vince.utterback@violet.oh.us](#); [Claire Chapman](#); [Jennifer Walters](#)
Subject: Fairfield 33 Development Alliance follow ups
Date: Friday, September 27, 2024 3:11:19 PM
Attachments: [RT 33 Presentation .pptx](#)
[Engineering Tech Lab Ribbon Cutting.pdf](#)

Hello, I have attached slides from the presentation that Jon Melchi from BIA gave this week.

Also, SAVE THE DATES for events at the Workforce Center:

Nov. 6 – Ribbon Cutting for Engineering Tech Lab; 4:00 pm

Dec. 13 – Economic Update; 8:30 am breakfast and welcome, presentations 9:00 am–10:30 am

Thank you!
Vince

Vince Carpico
Economic Development Specialist



4465 Coonpath Rd NW
Carroll, OH 43112



(740)-652-7163 (t)



fairfield corridor
Central Ohio's Road to Opportunity



[fairfieldcountyworkforce.com](#)



Vince.carpico@fairfieldcountyohio.gov

Save the Date!



OCCO

Ohio Council of County Officials

Legislative Reception

November 12, 2024 | 5:00p.m.–7:00p.m.

Ohio Statehouse Rotunda

Free to Attend

The Ohio Council of County Officials (OCCO) is hosting a legislative reception on November 12, 2024 from 5 to 7 p.m. for county elected officials, members of the Ohio General Assembly, and statewide office holders. We look forward to celebrating the work of county government together.

OCCO is an organization that unites the associations representing county auditors, commissioners, clerks of courts, coroners, engineers, prosecuting attorneys, recorders, treasurers, sheriffs and judges in order to promote sound, efficient and fiscally responsible government.

Please email Diana Morris with the Ohio Prosecuting Attorneys Association at diana@ohiopa.org if you have any questions or would like to RSVP. We look forward to seeing you!



"I feel that I am at a place where people care."

- John M.

"They were my guiding light through the hard waters of early recovery."

- Shawna T.



"My daughter seems to be more comfortable and confident in herself".

- Parent of a Big Brothers Big Sisters participant

"I am so proud of the strides I'm making in my mental health."

- Michael B.



VOTE YES FOR
Fairfield County
ADAMH

**RAISING HOPE,
NOT TAXES!**

RENEWAL ONLY

VOTE YES FOR
Fairfield County
ADAMH

**RAISING HOPE,
NOT TAXES!**

RENEWAL ONLY

- Every year, thousands of residents receive services from Fairfield County ADAMH provider agencies.
- The need for services for residents with addiction and mental health disorders keeps increasing each year, especially after the isolation of the covid years.
- 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.
- Suicide prevention education and services are needed to reduce suicide deaths in Fairfield County.

**EARLY VOTING
BEGINS OCTOBER 8**

From: [Aquino, Leslie](#)
To: [Contact Web](#)
Subject: [E] Air Evac Lifeteam in Fairfield County
Date: Friday, September 27, 2024 3:26:30 PM

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

Dear County Commissioners,

I hope this message finds you well. My name is Leslie Aquino, and I am the Program Director at Air Evac Lifeteam in Fairfield County. I am reaching out regarding Fairfield Medical Center's (FMC) recent letter of intent with OhioHealth, which may result in either a collaboration or acquisition by OhioHealth.

While I am unsure of your direct role in these discussions, I want to emphasize the importance of maintaining robust emergency services for our community. Air Evac 101 was established in Lancaster over 13 years ago at the request of the county to meet the growing demand for aeromedical services. Since then, we have become an integral part of Fairfield County, serving patients efficiently and building strong partnerships across the region.

My concern is that, should FMC enter into a binding agreement with OhioHealth, Air Evac may no longer be the first call for aeromedical services. OhioHealth's practice of prioritizing MedFlight could result in delayed response times for critical patients, forcing them to wait up to 40 minutes for transportation when our base is just a 4-minute flight away. This change would significantly impact the level of care residents receive and could jeopardize the sustainability of our base, leading to longer wait times similar to those experienced before our arrival.

Additionally, hundreds of Fairfield County residents are Air Evac members, further highlighting the value we provide to the community.

If you have any influence over this decision, I respectfully request your support in ensuring that Air Evac remains the first call for aeromedical services. Your advocacy would help us continue to provide timely, lifesaving care to the residents of Fairfield County.

Thank you for your time and consideration.

Best regards,

Leslie

Leslie Aquino
Program Director
Air Evac Lifeteam 101
2929 Lancaster Thornville Rd NE
Lancaster, OH 43130
leslie.aquino@gmr.net
(740) 475-8003



OHIO AUDITOR 0
KEITH FABE



65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
REQUIRED BY GOVERNMENT AUDITING STANDARDS**

Fairfield County
210 East Main Street
Lancaster, Ohio 43130

To the Board of County Commissioners:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Fairfield County, (the County) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements and have issued our report thereon dated June 26, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Keith Faber
Auditor of State
Columbus, Ohio

June 26, 2024



65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED
BY THE UNIFORM GUIDANCE**

Fairfield County
210 East Main Street
Lancaster, Ohio 43130

To the Board of County Commissioners:

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Fairfield County, (County) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of Fairfield County’s major federal programs for the year ended December 31, 2023. Fairfield County’s major federal programs are identified in the *Summary of Auditor’s Results* section of the accompanying schedule of findings.

In our opinion, Fairfield County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the *Auditor’s Responsibilities for the Audit of Compliance* section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County’s compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance

The County's Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the *Auditor's Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of this testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely-presented component unit, each major fund and the aggregate remaining fund information of Fairfield County, (County) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our unmodified report thereon dated June 26, 2024. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. We have not performed any procedures on the audited financial statements subsequent to June 26, 2024. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. The schedule is the responsibility of management and was derived from and relates directly to the underlying accounting and other records management used to prepare the basic financial statements. We subjected this schedule to the auditing procedures we applied to the basic financial statements. We also applied certain additional procedures, including comparing and reconciling this schedule directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Keith Faber
Auditor of State
Columbus, Ohio

September 3, 2024



65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

INDEPENDENT AUDITOR'S REPORT

Fairfield County
210 E Main Street
Lancaster, Ohio 43130

To the Board of Commissioners:

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the Fairfield County, Ohio (County), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Fairfield County, Ohio as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General; Community Services; Developmental Disabilities; Alcohol, Drug Addiction and Mental Health Board; Child/Adult Protective Services Fund; and Fiscal Recovery Funds for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the County, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and schedules of net pension and other post-employment benefit liabilities and pension and other post-employment benefit contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining and individual nonmajor fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2024, on our consideration of the County's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.



Keith Faber
Auditor of State
Columbus, Ohio

OHIO AUDITOR OF STATE KEITH FABER



FAIRFIELD COUNTY

AUDITOR OF STATE OF OHIO CERTIFICATION

This is a true and correct copy of the report, which is required to be filed pursuant to Section 117.26, Revised Code, and which is filed in the Office of the Ohio Auditor of State in Columbus, Ohio.



Certified for Release 9/24/2024

65 East State Street, Columbus, Ohio 43215
Phone: 614-466-4514 or 800-282-0370

OHIO AUDITOR OF STATE KEITH FABER



65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

MANAGEMENT LETTER

Fairfield County
210 East Main Street
Lancaster, Ohio 43130

To the Board of County Commissioners:

We have audited in accordance with auditing standards generally accepted in the United States and the Comptroller General of the United States' *Government Auditing Standards*, the financial statements defined in our Independent Auditor's Report of the Fairfield County, Ohio (the County) as of and for the year ended December 31, 2023, and the related notes to the financial statements and have issued our report thereon dated June 26, 2024.

Government Auditing Standards require us to communicate deficiencies in internal control, as well as report on compliance with certain provisions of laws, regulations, contracts and grant agreements that could directly and materially affect the determination of financial statement amounts. We have issued the required report dated June 26, 2024, for the year ended December 31, 2023.

2 CFR Part 200 subpart F requires that we report all material (and certain immaterial) instances of noncompliance, significant deficiencies, and material weaknesses in internal control related to major federal financial assistance programs. We have issued the required report dated September 3, 2024, for the year ended December 31, 2023.

We are also submitting the following comments for your consideration regarding the County's compliance with applicable laws, regulations, grant agreements, contract provisions, and internal control. The comments reflect matters that do not require inclusion in the *Government Auditing Standards* or Single Audit report. Nevertheless, the comments represent matters for which we believe improvements in compliance or internal controls or operational efficiencies might be achieved. Due to the limited nature of our audit, we have not fully assessed the cost-benefit relationship of implementing the recommendations. The comments reflect our continuing desire to assist your County but are only a result of audit procedures performed based on risk assessment procedures and not all deficiencies or weaknesses in controls may have been identified. If you have questions or concerns regarding the comments please contact your regional Auditor of State office.

Efficient • Effective • Transparent

Noncompliance Findings

1. Federal Schedule Adjustments

2 CFR Subpart F § 200.510(b) requires the auditee to prepare a Schedule of Expenditures of Federal Awards (the Schedule) for the period covered by the County's financial statements which must include the total federal awards expended as determined in accordance with § 200.502.

At a minimum, the schedule must:

- (1) List individual Federal programs by Federal agency.
- (2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity must be included.
- (3) Provide total Federal awards expended for each individual Federal program and the AL number or other identifying number when the AL information is not available.
- (4) Include the total amount provided to subrecipients from each Federal program.
- (5) For loan or loan guarantee programs described in § 200.502. Basis for determining Federal awards expended, paragraph (b), identify in the notes to the schedule the balances outstanding at the end of the audit period.
- (6) Include notes that describe the significant accounting policies used in preparing the schedule and note whether or not the auditee has elected to use the 10 percent de minimis cost rate as covered in § 200.414 Indirect (F&A) costs.

The County's Schedule reflects the following adjustments to Federal Expenditures to agree to supporting documentation:

- To reduce ALN 14.239 expenditures \$9,000
- To reduce ALN 16.738 expenditures \$4,557
- To reduce ALN 16.838 expenditures \$25,761
- To reduce ALN 84.181A expenditures \$599
- To increase ALN 10.561 expenditures \$217,970
- To increase ALN 93.674 expenditures \$96,359
- To increase ALN 93.563 expenditures \$975,295
- To increase ALN 93.658 expenditures \$1,430,753

The County's Schedule reflects the following adjustments to Amounts Provided Through to Subrecipients to agree to supporting documentation:

- To reduce ALN 93.959 expenditures \$95,203
- To reduce ALN 21.027 expenditures \$495,200

Noncompliance Findings (continued)

1. Federal Schedule Adjustments (continued)

Errors and omissions on the Schedule of Expenditures of Federal Awards (the Schedule) could adversely affect future grant awards in addition to causing an inaccurate assessment of major federal programs that would be subjected to audit. Adjustments, to which management has agreed, are reflected in the Schedule.

The County should implement a system to review the Schedule for errors and omissions. This will help ensure the Schedule is complete and accurate and major federal programs are correctly identified for reporting purposes.

Recommendations

1. IT – Network and Application Accounts

Standard password administration guidelines suggest passwords be a minimum number of characters in length, difficult to guess, and contain no repeating characters. In addition, effective access procedures would provide for the suspension of user identification codes or the disability of the terminal, microcomputer, or data entry device following a pre-defined number of unsuccessful attempts to access the system or applications.

IASWorld:

- There were eight user accounts that did not have passwords set to expire on the IASWorld real estate application.
- There were five Fairfield County users who had enabled accounts but not been logged into for over 180 days on the IASWorld real estate application.

Network

- There were 35 enabled non-service accounts with password set to never expire. 17 of those do not have a last login time indicating the account had never been logged into. Outside people who interact with the county, but still should have password expire.
- There were 171 accounts that had not been logged into in over 180 days.

These weaknesses increase the possibility of an individual gaining unauthorized access to the system, applications, or data.

It is recommended password parameter settings be modified to force password expiration for all user accounts at least every 90 days. In addition, accounts should be reviewed on a periodic basis to confirm continued appropriateness.

The County has responded to the issues discussed in this Management Letter. You may obtain a copy of their response from Carri Brown, County Auditor at (740) 652-7096.

We intend this report for the information and use of the board of County Commissioners, Auditor's Office, and management.

A handwritten signature in black ink that reads "Keith Faber". The signature is written in a cursive, flowing style.

Keith Faber
Auditor of State
Columbus, Ohio

September 3, 2024



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: September 26, 2024
Subjects: **Website Update & Fact Sheets for November 2024 Ballot Issues**

Website Update

At <https://realestate.co.fairfield.oh.us/>, the County Auditor website has been updated for **levy calculations** for November ballot issues.

The levy calculator shows by parcel an estimate of tax liability for levies on the ballot.

Estimates may vary from actual based on credits or rollbacks, but the estimates tend to be very close to actual.

By parcel, the calculator shows current taxes, proposed taxes, and increases or decreases based on ballot Issues if they were to pass.

In addition, there is a **tax estimator** that can be used to estimate taxes on any property for which one has an estimated market value. This estimator is found at the bottom of the home page for the link above.

Fact Sheets for November 2024 Ballot Issues

Please see the attached **fact sheets** for the November 2024 ballot issues:

- Fairfield County ADAMH renewal levy – ADAMH services
- Village of Bremen replacement levy – operating expenses
- Clearcreek Township replacement levy – road and bridge improvements
- Greenfield Township additional levy – road and bridge improvements
- Hocking Township additional levy -fire and emergency services
- Village of Millersport renewal levy – operating expenses
- Walnut Township Local School District renewal levy – emergency requirements

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030
co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor

ADAMH Renewal Levy

- **ADAMH is placing a .75 mill renewal levy on the ballot November 5, 2024.** This renewal levy is for the benefit of Fairfield County Alcohol, Drug, and Mental Health (ADAMH) for the purpose of providing counseling and supportive services for children and adults in Fairfield County. The renewal levy is for a period of 10 years. Collections for the renewal levy, if passed, will begin in 2026.
- This ballot issue is for a renewal. ADAMH has a similar current levy, passed at .75 mills. The last collections for the current levy are in 2025.
- With the current levy, reduction factors are applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at .75 mills, the current levy is collected at approximately .436522 mills. There are adjustments and payments made by the state of Ohio.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the renewal would be \$13. There would be no change for the taxpayer.**
- **If voters pass the proposed renewal, an estimated \$2,860,000 will be collected annually.**
- Estimates are based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the renewal levy?

Please reach out to ADAMH:

ADAMH
108 West Main Street, Suite A
Lancaster, Ohio 43130
Office Phone: (740) 654-0829

CONTACT US!

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

Village of Bremen Operating Expenses

- **The Village of Bremen is placing a 3.0 mill replacement levy on the ballot November 5, 2024.** This replacement levy is for the purpose of general construction, reconstruction, resurfacing and repairs of streets, roads and bridges and is for a period of 5 years. Collections for the replacement levy, if passed, will begin in 2025.
- The Village of Bremen has an expired road and bridge improvements levy, passed at 3.0 mills. The last collections for the expired levy occurred in 2024.
- With the expired levy, reduction factors were applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at 3.0 mills, the expired levy was last collected at approximately 2.064 mills. There were adjustments and payments made by the state of Ohio.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the replacement levy is \$105.**
- With the expired road and bridge levy, for a property owner with a home valued at \$100,000, the annual estimated tax was \$63.
- **If voters pass the proposed replacement levy, an estimated \$94,000 will be collected annually.** The expired levy provided an estimated \$69,000 annually.
- Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the replacement levy?

Please reach out to the Village of Bremen:

Village of Bremen
9090 Marietta Road
Bremen, Ohio 43107
Office Phone: (740) 569-4788

CONTACT US!

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

Clearcreek Township Road and Bridge Improvements

- **Clearcreek Township is placing a .5 mill replacement levy on the ballot November 5, 2024.** This replacement levy is for the purpose of general construction, reconstruction, resurfacing and repairs of streets, roads and bridges and is for a period of 5 years. Collections for the replacement levy, if passed, will begin in 2025.
- Clearcreek Township has an expired road and bridge improvements levy, passed at .50 mills. The last collections for the expired levy occurred in 2023.
- With the expired levy, reduction factors were applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at .50 mills, the expired levy was last collected at approximately .1845 mills. There were adjustments and payments made by the state of Ohio.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the replacement levy is \$18.**
- With the expired road and bridge levy, for a property owner with a home valued at \$100,000, the annual estimated tax was \$5.65.
- **If voters pass the proposed replacement levy, an estimated \$57,000 will be collected annually.** The expired levy provided an estimated \$21,000 annually.
- Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the replacement levy?

Please reach out to Clearcreek Township:

Clearcreek Township
11060 Main Street SW
Stoutsville, Ohio 43154
Office Phone: (740) 474-4300

CONTACT US!

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

Greenfield Township Road and Bridge Improvements

- **Greenfield Township is placing a 2.5 mill additional levy on the ballot November 5, 2024.** This additional levy is for the purpose of general construction, reconstruction, resurfacing and repairs of streets, roads and bridges and is for a continuing period of time. Collections for the additional levy, if passed, will begin in 2025.
- Greenfield Township has a current road and bridge improvements levy, passed at 1.0 mills. The current levy is for a continuing period of time.
- With the current levy, reduction factors are applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at 1.0 mills, the current levy was last collected at approximately .4139 mills. There are adjustments and payments made by the state of Ohio.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the additional levy is \$88.**
- With the current road and bridge levy, for a property owner with a home valued at \$100,000, the annual estimated tax is \$13.
- **If voters pass the proposed additional levy, an estimated \$633,000 will be collected annually.** The current levy provides an estimated \$125,000 annually.
- Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the additional levy?

Please reach out to Greenfield Township:

Greenfield Township
3245 Havensport Road
Carroll, Ohio 43112
Office Phone: (740) 756-9221

CONTACT US!

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

Hocking Township Fire and Emergency Services

- **Hocking Township is placing a 3.0 mill additional levy on the ballot November 5, 2024.** This additional levy is for the purpose of fire protection and emergency medical services and is for a continuing period of time. Collections for the additional levy, if passed, will begin in 2025.
- Hocking Township has 3 current fire operating levies, passed at a total of 6.3 mills. The collections for the current levies are for a continuing period of time.
- With the current levies, reduction factors are applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at 6.3 mills, the current levies were last collected at approximately 3.8560 mills. There are adjustments and payments made by the state of Ohio.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the additional levy is \$105.**
- With the current fire operating levies, for a property owner with a home valued at \$100,000, the annual estimated tax is \$118.
- **If voters pass the proposed additional levy, an estimated \$470,000 will be collected annually.** The current levies provide an estimated \$673,000 annually.
- Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the additional levy?

Please reach out to Hocking Township:

Hocking Township
1175 Cincinnati-Zanesville Road
Lancaster, Ohio 43130
Office Phone: (740) 681-9760

CONTACT US!

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

Village of Millersport Operating Expenses

- **The Village of Millersport is placing a 2.7 mill renewal levy on the ballot November 5, 2024.** This renewal levy is for the purpose of operating expenses and is for a period of 5 years. Collections for the renewal levy, if passed, will begin in 2025.
- The Village of Millersport has an expired operating expenses levy, passed at 2.7 mills. The last collections for the expired levy occurred in 2024.
- With the expired levy, reduction factors were applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at 2.7 mills, the expired levy was last collected at approximately 1.570 mills. There were adjustments and payments made by the state of Ohio.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the renewal levy is \$48.**
- With the expired operating expense levy, for a property owner with a home valued at \$100,000, the annual estimated tax was \$48.
- **If voters pass the proposed renewal levy, an estimated \$61,000 will be collected annually.**
- Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the replacement levy?

Please reach out to the Village of Millersport:

Village of Millersport
2245 Refugee Street
Millersport, Ohio 43046
Office Phone: (740) 467-2333

CONTACT US!

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

Walnut Township Local School District - Emergency

- **Walnut Township Local School District is placing a 4.0 mill renewal levy on the ballot November 5, 2024.** This renewal levy is for the purpose of providing for the emergency requirements of the school district and is for a period of 5 years. Collections for the renewal levy, if passed, will begin in 2026.
- Walnut Township Local School District has a current emergency levy, passed at 6.3 mills currently collected at 4.0 mills. The last collections for the current levy will occur in 2025.
- **For a property owner with a home valued at \$100,000, the annual estimated tax for the renewal levy is \$140.**
- With the current emergency levy, for a property owner with a home valued at \$100,000, the annual estimated tax is \$140.
- **If voters pass the proposed renewal levy, an estimated \$1,000,000 will be collected over the period of 5 years.**
- Each of these estimates is based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the renewal levy?

Please reach out to Walnut Township Local School District:

Walnut Township Local School District
11850 Lancaster Street
Millersport, Ohio 43046
Office Phone: (740) 467-2802

CONTACT US!

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



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

September 26, 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...

Dave Burgei, Stacy Knight, and Clayton Finley attended a GIS conference this week. They will be sharing information with team members next week. Thanks to the team members who are holding down the fort while they are in conference, and thanks to Dave, Stacy, and Clayton for being prepared to share new ideas and skills.

On Monday, **Angel Horn, Bev Hoskinson, and Carri Brown** reviewed the process for **Budget Commission** packets for the next meeting. This preparation helps to ensure efficient meetings.

Rachel Elsea attended a **Human Resources training** and provided updates for team members.

Greg Forquer attended the **Carnation solar farm meeting** in Amanda on Wednesday. Thanks for representing the office.

Also on Wednesday, **a small group planned for the Serving Those Who Served Summit (held on Thursday)**. Thanks to Rachel Elsea for planning the Summit.

We received positive feedback about that Summit held at the Fairfield Center in Pickerington on Thursday! Thanks to the presenters and the attendees for a great conference. Thanks to Rachel Elsea for preparing certificates and managing multiple details to make sure the day was successful. This was the second annual **Serving Those Who Served Summit**.

Later in the afternoon on Thursday, **Carri traveled to Cincinnati to present at the GFOA conference.**

Thanks to **Carter and Patrick for preparing for the Open House at Kroger in Pickerington**. And thanks to Carter for representing the office at the Open House this week.

We are gearing up for the **month-end process**, which is expected to be completed without issues. Thanks for the steadfast work with accounting processes. **Thanks to Meagen Bowland for her leadership.**

Thanks to the **REA team for staying on course with the 2025 sexennial update.**

CONTACT US!

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

Carri volunteered for the 250 Plates event on Sunday. Our community has a lot of engaging activities for the Fall, of which one is the 250 Plates event...and one is the Fairfield County FAIR.

Thanks to Rachel, Bev, Carter, and Patrick for their work in preparing for the Fair, especially with the weights and measures activities. Everyone is invited to attend the grand opening, and we will just need to plan for that.

All team members have now taken cybersecurity training for the year – as well as all other required training. Thanks for that. Good job!

The Audit report for 12.31.2023 has been released, and the federal clearinghouse has been updated. Thanks to Bev Hoskinson for her leadership with gathering information and for preparing quality assurance plans.

Also, thanks to Meagen Bowland for catching a fraud scheme!

Thanks to ***Angel Horn*** for her work in preparing the fact sheets for the levies on the November ballot.

Thanks to ***Amanda Rollins*** for updating worksheets and analyzing the TIF process.

Thanks to ***Noel Sodders and Josh Harper*** for being helpful about the EA&T system and for encouraging training.

Thanks for the ***scarecrow submission for the scarecrow trail!***

And thanks to Rachel Elsea for adjusting her schedule and attending the ribbon cutting ceremony for the new ***Habitat for Humanity House.***

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September 12, 2024

Ohio Power Siting Board

180 E. Broad Street

Columbus, OH 43215

RE: Case #24-0495-EL-BGN

Dear Ohio Power Siting Board,

I am writing to you as a resident of Fairfield County, Ohio asking you to deny EDF-Renewables' Eastern Cottontail utility-scale solar project. I have been a resident of Walnut Township, Fairfield County Ohio for 55 years and live not far from this project site.

My concerns are many, but mostly the effect on agriculture, loss of prime farmland, property values, impact on wildlife, in addition to the fact that our fire department is already challenged with serving the entire lake area and is not equipped to fight an industrial solar fire should it occur.

Please consider the residents of this area and deny the Eastern Cottontail solar project.

Sincerely,

Patricia J. McLoughlin

3723 North Bank Rd. NE

Millersport, OH 43046

614-562-5544

pattymcloughlin@gmail.com

cc: Balderson, Schaeffer, LaRe, Miller, Fairfield County Board of Commissioners, Walnut Township Trustees

To Whom It May Concern,

My name is Haylie Blosser, I am in Amanda Work and Win 4-H Club. This is my third year in 4-H, I attend Amanda-Clearcreek Middle School in the 6th grade. I am taking 2 market lambs to the Fairfield County Fair.

My lamb's names are Buckeye and Ricky. I work with them every day when I get home from school. Before school I wake up and feed, hay and water them. Every night I work on showmanship skills and every other night I run and give them a bath. My family and I make so many memories in the barn at night!

I would like to invite you to the Lamb sale on Friday, October 11th at 10 a.m. in the Feeder Creek Veterinary Show Arena. The sale order is Market Lambs, Market Poultry, Market Rabbits, Dairy Goat Products, and Market Goats. If you are unable to attend the sale on this day and time and would like to contribute, please reach out to the secretary's office at 740-653-3041.

Thank you for everything that you do,



Haylie Blosser

Camden Hammond
3449 Canal Rd. NE
Millersport, OH 43046



September 18, 2024

Hello, my name is Camden Hammond. I am 13 years old and in 8th grade at Beme Union High School. My favorite subjects are Math and Social Studies. Outside of school I enjoy playing sports and spending time with my friends. I play football, basketball and baseball and am also a 2nd degree black belt in Taekwondo. I also attend church with my family at Lancaster First United Methodist Church and participate in the youth group there.

I am a member of Blazin' Buckeyes 4H club in Sugar Grove. This is my fourth year in 4H. This year I am taking two dairy beef feeders to the fair; I have been showing dairy feeder calves for three years now. I bought my dairy feeders from two local farms in June and have been caring for them since then. Caring for my animals has taught me a lot about hard work and responsibility.

I will be in the round dairy barn with my calves from the start of the Fairfield County Fair on Sunday, October 6th, 2024 through Thursday, October 10. I would like to invite you to come and take a look at my dairy beef feeders anytime during the week and feel free to ask me any questions that you have. I will be showing my dairy feeders in the Dairy Feeder show in the Round Barn on Tuesday, October 8 starting at 4pm. If one of my calves places in the show, they will be auctioned off at the Livestock Sale on Thursday, October 10 in the Feeder Creek Vet Show Arena starting at 5pm. The success of the sale depends on the generosity of buyers such as yourself. For more information on the sale, you can visit <http://u.osu.edu/livestocksale>.

I hope to see you there.

Thank you,

A handwritten signature in black ink that reads 'Camden'.

Camden Hammond



10/9 - Rabbits @ 8:30am
10/9 - Sheep @ 12:00pm
10/9 - Guys & Gals Lead show @ 6:30pm
10/11 - Livestock Auction @ 10:00am

My name is Hadley, I am 11 years old, and I attend Liberty Union Middle School. I want to invite you to the Fairfield County Junior Fair animal sale this year to support me and the other kids showing animals. This is my third year in 4H and my first year with the US Kids Club and I will be showing lambs and rabbits again. Along with that I will be entering the Guys and Gals Lead show. Aside from 4H I play volleyball, basketball, swim team and particaipate in the LU Theater Program.

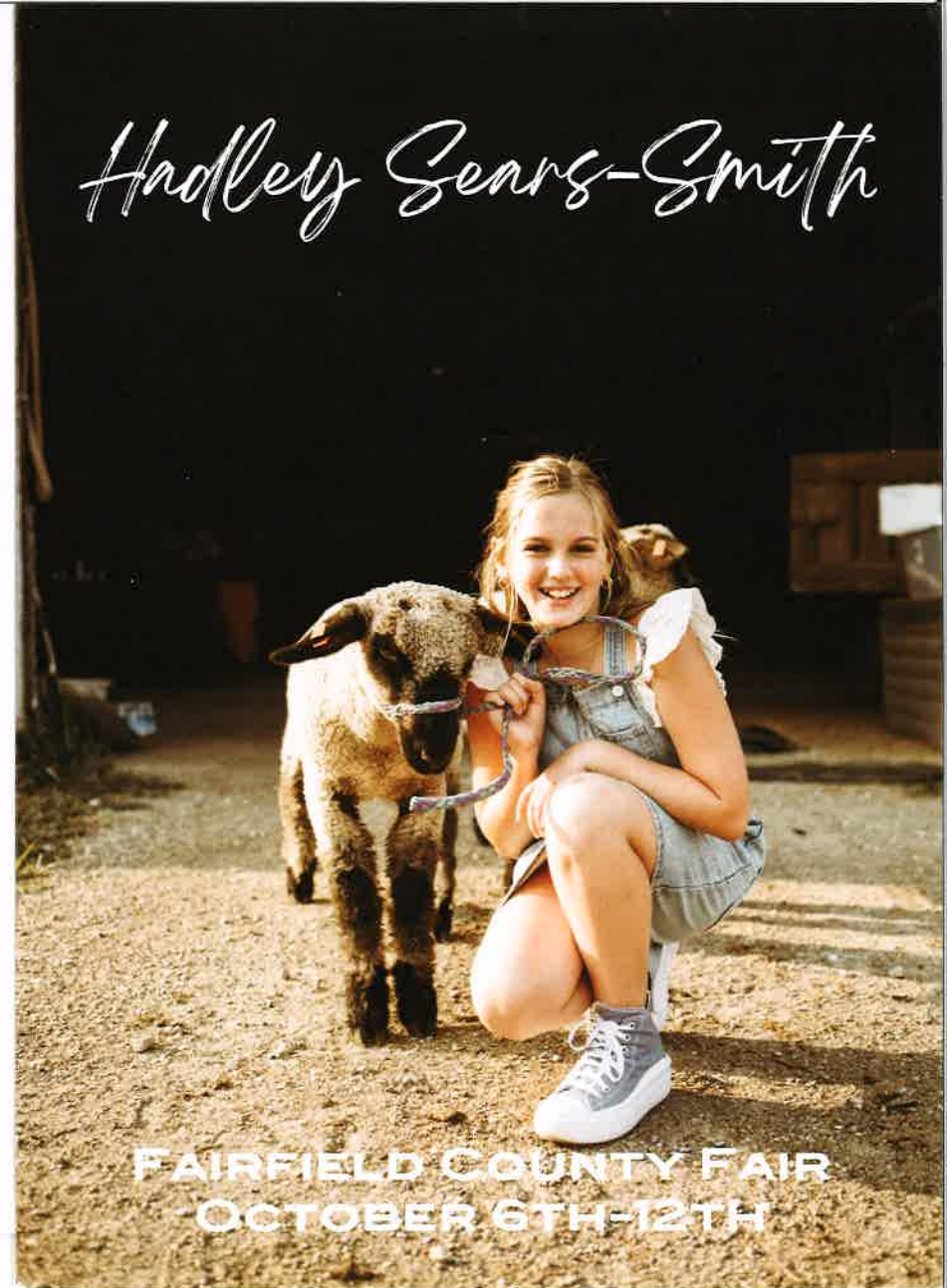
I have two market lambs and three market rabbits. My lambs are Suffolks, and they are both wether lambs. Their names are Thunder and Lightning, and I have been working hard with them since June 2024. I have three rabbits that are New Zealand fryers and their names are Belle, Chip and Beast.

If you would like to watch me show my animals, I will show them Wednesday morning October 9th at the FCF. If you do not want to come to the show but want to see the animals, you can find us in the sheep and rabbit barns all week! The Livestock Auction is Friday October 11th, and I plan to sell all of my projects. It is a fun day, and I hope you can come see it in person.

If you have any questions, please contact my dad, Sean Smith. His number is 740-277-9072.

Yours Truly Shutterfly.
exclusively for shutterfly.com

Hadley Sears-Smith



FAIRFIELD COUNTY FAIR
- OCTOBER 6TH-12TH



Hello. My name is Karson Kistler. I am 13 years old and in the 8th grade at Rushville Middle School. I am a 5th year member of Kountry Kidz 4-H club, and an avid hunter outside of school. I also participate in tackle football, track, and the running club offered at our school. This year, I have two market barrows and a 3rd barrow that I entered into the MQP contest and placed 9th with. I have been taking care of all the animals since May. Since this is my fifth year with pigs, I have focused more on my showmanship skills by working with a senior 4 H member to learn how to be a better showman. During the summer, I have spent a lot of bonding time with my animals, and have worked very hard to get them prepared for showmanship and the live shows. I plan to participate in showmanship this year - my goal is to place higher than my standing from last year.

I would like to invite you to support the Fairfield County Jr. Fair Sale, especially the swine sale on Thursday, October 10th in the evening, beginning at 5:00 in the Feeder Creek Show Arena. If you are unable to attend the live auction, please know that you may place an "Add-On" bid (in any amount) to any 4Her's project. I know all 4-H members have worked very hard to care and nurture their animals and complete their projects, just as I have. I would truly appreciate your support of the Jr. Fair and thank you for helping make my year in 4-H a memorable experience.

Sincerely,

Karson

Karson Kistler



SAVE THE DATE



Greetings! My name is Levi Kistler - I am 10 years old and in the 5th grade at Rushville Middle School. I am writing this letter to invite you to the Fairfield County Jr. Fair livestock sale - October 10th (beginning at 5:00), where you will get the opportunity to support myself and many of my 4H friends by purchasing their livestock projects, or placing an "Add-on" bid in any amount to our projects.

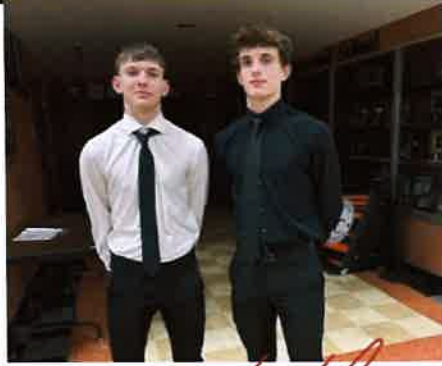
I am a second year member of the Kountry Kidz 4-H club, and a 2nd year 4Her. I have grown up watching my older brother show his animals, and now we help each other in the barn! I am planning on taking a market hog and an MQP barrow. I have been working really hard this summer to learn all about my projects. Outside of 4H, I love to play soccer - I play for LSSA in Lancaster, and we compete in different tournaments throughout the state. One day I hope to be a firefighter!

Thank you for your time and consideration, and I hope you are able to come be a part of a special event showcasing the hard work and dedication the youth of Fairfield County have spent on their projects!

Sincerely,


Levi Kistler





Please Join us at the:

FAIRFIELD COUNTY LIVESTOCK SALE

157 E FAIR AVE, LANCASTER, OH 43130

FEEDER CREEK VET SHOW ARENA

OCTOBER 10, 2024 5PM

Dear Fair Supporters,

I'm excited to share that my swine project will be up for sale at the Fairfield County Fair! Join us on October 10th at 5 PM for a chance to purchase high-quality livestock and support local 4-H efforts.

Your support not only helps fund future projects but also invests in the future of agriculture.

Thank you for your consideration, and I hope to see you at the fair!

Sincerely,

Boston & Branson Fowler



LIVESTOCK SALE INFO

- Sale Order: Market Beef, Dairy Steers/Feeders, Dairy Products, and Market Hogs
- Pre- Register @ <http://go.osu.edu/FairfieldSaleBuyer>.
- Buyers who are not the winning bidder on a particular animal may choose to add dollars to the winning bid. This is accomplished by completing the Add-On Buyer Form (available in the sale office on sale days). Forms should be submitted with payment to the sale clerk.



Boston & Branson
FOWLER

614.208.3311

AMANDA, OHIO 43102

Hi! My name is Hayden Barber, and I am in the 9th grade at Fairfield Union High School. This is my 6th year in 4h, and I am a member of the Us Kids 4-H club.

Again this year I am taking market hogs, and market goats to the 2024 Fairfield County Fair. I will show my hogs on Monday, October 7th beginning at 8:30 a.m in the Feeder Creek show arena. I will show my goats on Wednesday, October 9th beginning at 8:00 a.m. in the Feeder Creek show arena. I also am entering a muscle quality project for swine, which goes in on Sunday, September 8th.

The livestock sales will still be held on Thursday October 10th beginning at 5:00 pm for the beef, dairy products, dairy feeders, and hogs. Friday, October 11th beginning at 10:00 a.m. for the lambs, rabbits, poultry, dairy goat products, and goats. Both sales are held in the Feeder Creek show arena.

This year I have tried to work hard on taking care of my animals, and feeding, watering, and making sure they have clean pens every day. I love to get my animals out and walk them around to get them used to me and sit in their pen with them. I am loving taking care of my goats and walking them out in the field. I am learning what to feed them, how to get them to walk, and set up correctly for the show. I am loving learning how to take care of my pigs and goats, they have been a lot of fun. I am really excited for the fair this year!

I hope you will consider supporting the Fairfield County Fair 4h kids. See you at the best and last fair of the year!

Thank you,



Hayden Barber



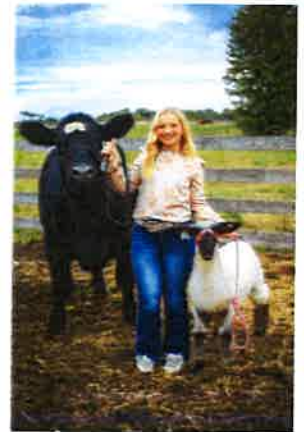
Greetings!

We are writing to you today to introduce ourselves and share with you a little bit about the 2024 Fairfield County Fair Livestock Auction taking place on October 10th (5:00pm) and 11th (10:00am) in Lancaster.



My name is Carter Palsgrove. I go to Rushville Middle School as an 8th grader. I am currently 14 years old. I play football, baseball, and basketball. This year at the fair I am showing my market lamb Delta and I am also showing a steer named Bravo at the fair. Both of my animals are named after military call signs - I'm really interested in joining the military after high school. Your help in coming to the auction will help me continue in showing at the fair for many years. The money that I will get from this will be helpful in buying future animals. Thank you for reading my letter.

Hi! My name is McKinley Palsgrove and I am 12 years old. I am currently going to Rushville Middle school as a 7th grader. I am a 4-her in the Awesome Animals 4-H club. I am showing my lamb named Trigger and my steer named Bullet at the fair. I am so grateful to be showing my animals at our fair. Coming to the auction not only can get you some meat, but helps me to buy my next market projects for years to come. I really enjoy getting the opportunity to raise my livestock and show them - your support helps me get to do that! I appreciate you reading my letter.



When we say "buy" our animals, you have a couple of options:

- You don't really have to take it home, but you can "keep" an animal to be processed for your freezer! You just need to make processing and transportation arrangements prior to the fair. We can help if you need it!
- You can also just "buy" our animal in name as a donation to our future projects - we would love to get a picture with you if you choose to do this!

If this is your first time participating - we would love to meet up with you to get you settled at the fairgrounds! Just contact us (call or text is great) or our parents, Brent and Cassie, at 614-563-8697.

If you would like more specific information about the sale, or can't attend in person but would like to still donate, please visit our Jr. Fair Livestock Sale website at u.osu.edu/livestocksale/ or just reach out to us! You can pre-register by October 9th: <http://go.osu.edu/FairfieldSaleBuyer>

Thank you for your time and hope to see you at the auction,

The Palsgrove Family

*Brent & Cassie
Carter and Kinley*



**Join us for the 2024 Fairfield County Fair Auction
on October 10th & 11th
to help support youth like us!**

- Carter & McKinley Palsgrove



Use your phone camera to scan the QR code for more information, including the many ways you can support exhibitors!

AUDITOR'S LEDGER:

News from the County Auditor's Office



From the Desk of County Auditor Carri Brown

It's hard to believe we are gearing up for the Fairfield County Fair next weekend. Our Weights and Measures team is very involved in our local fair, making sure that scales are inspected and certified ahead of weigh-ins. In this newsletter, we have taken the opportunity to highlight the great work that our inspectors, Carter and Patrick, do. Please take a moment to read more about their work and the quality assurance measures in place.

On Sept. 26, we held our second-annual Real Estate Summit: Serving Those Who Have Served. We had a fantastic day sharing information on this important subject and appreciate all of the engaging conversations with those who attended. You can view photos from this event in the newsletter below.

We have several updates to share with you in this edition, including our newly published CAUV Fact Sheet and an Auditor of the State Award signaling the highest standards in audit reporting. We also recognize our payroll professionals, share fact sheets for the upcoming November election, and announce some special initiatives from our staff.

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

We wish all of our local 4-H and FFA families the best of luck at the Fairfield County Fair. We look forward to seeing your fair projects in-person.

Kindest regards,

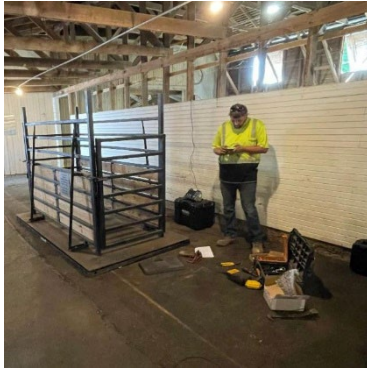
A handwritten signature in blue ink that reads "Carri L. Brown".

Carri Brown, PhD, MBA, CGFM
County Auditor

News From the Auditor's Office

Weights & Measures at the Fairfield County Fair

Our Weights & Measures Inspectors have been busy preparing for the Fair next week! Ensuring equity in the marketplace is their motto and they go through a lot of training and continuing education to ensure they can fulfill their commitment. Learn more about Weights & Measures in our fact sheet below. Click the factsheet to view a larger version.



Weights and Measures Department FACT SHEET



Certifications and Training

All Certified Weights and Measures Inspectors in the State of Ohio:



Pass 20 written tests



Pass two exams within 18 months of hire



Follow a nationally-consistent approach



Complete annual continuing education hours

Nationally-Consistent Approach

All inspectors follow rules and procedures from Handbook 44, published by the National Institute of Standards & Technology (NIST). The National Conference of Weights and Measures and NIST establish the national standards for weights and measures in the U.S.

Locally-Driven

MOTTO: Equity in the marketplace



County-based trust and authority



County Auditor's name is on seal



Equipment support



Inspector training

Weights & Measures Facts

- All standard weights currently derive from the kilogram (Ex. 1lb = 0.45359237 kg).
- The kilogram standard is no longer a physical object that other objects are measured against; it is now defined by fixing the numerical value of the Planck constant to be exactly $6.62607015 \times 10^{-34} \text{ kg}\cdot\text{m}^2\cdot\text{s}^{-2}\cdot\text{I}^{-1}$.
- This means that the exact weight of a kilogram can be replicated in any lab, and there is no physical standard that can degrade & change the standard weight of everything.
- The term mass is derived from the Greek word maza, meaning irregular-shaped lump (pertaining to a sort of dough).
- In Fairfield County, there are 1600 gasoline pumps inspected annually.

Be sure to check out our video below, which highlights some of the key things our Weights and Measures Inspectors do during the scale certifying process. This was filmed prior to the fair in 2023!




November 5th Election Fact Sheets

Our Settlements and Administration Office has released fact sheets for the seven proposed levies on the ballot for Fairfield County residents on election day. The purpose of these fact sheets is to inform voters how a levy will impact them from a financial point of view. These fact sheets do NOT take a position on the proposed levies.

- [ADAMH Renewal Levy](#)
- [Village of Bremen Operating Expenses](#)
- [Clearcreek Township Road and Bridge Improvements](#)
- [Village of Millersport Operating Expenses](#)
- [Greenfield Township Road and Bridge Improvements](#)
- [Hocking Township Fire and Emergency Services](#)
- [Walnut Township Local School District](#)

Your Fairfield County Auditor's Office

JUST THE FACTS



ADAMH Renewal Levy

- ADAMH is placing a .75 mill renewal levy on the ballot November 5, 2024. This renewal levy is for the benefit of Fairfield County Alcohol, Drug, and Mental Health (ADAMH) for the purpose of providing counseling and supportive services for children and adults in Fairfield County. The renewal levy is for a period of 10 years. Collections for the renewal levy, if passed, will begin in 2025.
- This ballot issue is for a renewal. ADAMH has a similar current levy, passed at .75 mills. The last collections for the current levy are in 2025.
- With the current levy, reduction factors are applied to the millage. In other words, a difference exists between this levy's rate as authorized by the voters and the actual mills charged. This "effective millage rate" reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at .75 mills, the current levy is collected at approximately .436522 mills. There are adjustments and payments made by the state of Ohio.
- For a property owner with a home valued at \$100,000, the annual estimated tax for the renewal would be \$13. There would be no change for the taxpayers.
- If voters pass the proposed renewal, an estimated \$2,860,000 will be collected annually.
- Estimates are based on current assessed valuations of real estate.

Do you have questions about plans for proceeds of the renewal levy?

Please reach out to ADAMH:
 ADAMH
 108 West Main Street, Suite A
 Lancaster, Ohio 43130
 Office Phone: (740) 654-0829

CONTACT US

Settlements/Admin - (740) 652-7029 • Real Estate - (740) 652-7030

www.fairfieldcounty.auditor.ohio.gov •
 [Facebook](https://www.facebook.com/FairCountyAuditor) •
 [Instagram](https://www.instagram.com/FairCountyAuditor) •
 [LinkedIn](https://www.linkedin.com/company/FairCountyAuditor) •
 [YouTube](https://www.youtube.com/channel/UC...) •
 [fairfieldcounty.auditor](https://www.fairfieldcounty.auditor.ohio.gov)

CAUV Fact Sheet

CAUV Renewal Application FACT SHEET

How to Fill Out Section Six on the CAUV Renewal Application

The State Auditor (SA) will review up to 12 different types of land used. The total acres of each type of land use are reported to be in section 6 of the renewal application. If you agree with the breakdown on the SA's list, you can use the information below to fill out section 6. If you have any questions, please contact our offices at (740) 652-7030 and ask for Greg or Makala.

- Cropland:** The type of land used for growing crops for sale or for use as seed. This acreage would be listed in section 6.
- Pasture:** The type of land used for raising livestock. This acreage would be listed in section 6.
- Woodland:** The type of land used for growing trees for sale or for use as seed. This acreage would be listed in section 6.
- Timber Plantation:** The type of land used for growing trees for sale or for use as seed. This acreage would be listed in section 6.
- Homebased:** The type of land used for a home-based business. This acreage would be listed in section 6.
- Low Intensity Residential:** The type of land used for a home-based business. This acreage would be listed in section 6.
- ROW (Right of Way):** The type of land used for a public utility or for a public road. This acreage would be listed in section 6.
- Waste:** The type of land used for a waste disposal site. This acreage would be listed in section 6.
- Ponds:** The type of land used for a pond. This acreage would be listed in section 6.
- Streams:** The type of land used for a stream. This acreage would be listed in section 6.
- Conservation - Contract:** The type of land used for a conservation contract. This acreage would be listed in section 6.
- Conservation - Voluntary:** The type of land used for a voluntary conservation agreement. This acreage would be listed in section 6.

If you have additional questions about how to fill out the application, please contact our CAUV Department. Office Phone: 740-652-7030 • Email: CAUV@fairfieldcountygov.com

fairfieldcountygov.com • Facebook • Instagram • Twitter • YouTube

The Auditor’s Office is please to release a CAUV fact sheet. Click the factsheet to view a larger version.

This document defines each type of acreage in section 6 of the CAUV Renewal Application. If there are any questions about the CAUV Renewal Application, please contact our offices at (740) 652-7030 and ask for Greg or Makala.

Payroll Appreciation Week

September 2-6, 2024 was Payroll Appreciation Week. As a thank you to all payroll officers in the county, our payroll department visited each office to show their gratitude for their continued partnership and support!



Congratulations, Auditor Brown and Fairfield County!

Congratulations to Fairfield County Auditor, Dr. Carri Brown, and all of Fairfield County for earning the Auditor of State Award with Distinction for the period ending December 31, 2023.

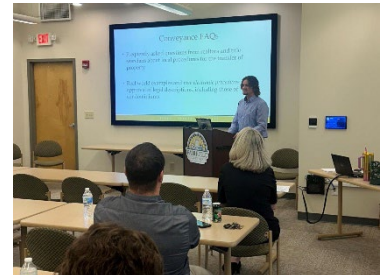
To receive this award, Fairfield County met the following criteria of a “clean” audit report:

- The entity must file financial reports with the Auditor of State’s Office by the statutory due date, without extension, via the Hinkle System, on the Generally Accepted Accounting Principles (GAAP) accounting basis, and prepare an ACFR (Annual Comprehensive Financial Report).
- The audit report does not contain any findings for recovery, material citations, material weaknesses, significant deficiencies, Uniform Guidance (Single Audit) findings, or questioned costs, with the opinion dated within six months of the entity’s year-end.
- The entity’s management letter contains no comments related to:
 - Ethics referrals
 - Questioned costs less than the threshold per Uniform Guidance
 - Lack of timely annual financial report submission
 - Bank reconciliation issues
 - Failure to obtain a timely Single Audit in accordance with Uniform Guidance
 - Findings for recovery less than \$500
 - Public meetings or public records issues
- The entity has no other financial or other concerns.



Real Estate Summit: Serving Those Who Have Served

We held our second annual Real Estate Summit on Thursday, Sept. 26. Realtors in attendance received 2.5 hours of free continuing education. Topics included communication skills, veterans benefits, veteran id cards, and other programs available for veterans. We appreciate everyone who took the time to attend.



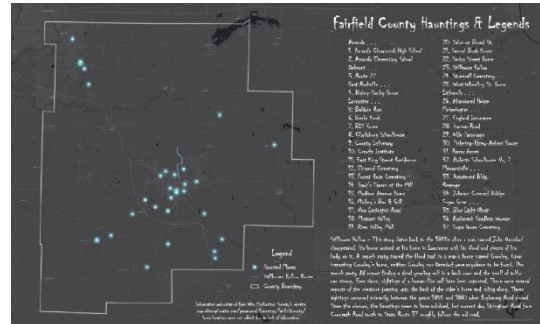
Community Connections

Map of the Month - Fairfield County Fair and Hauntings & Legends

This month, we have two maps to share! The Haunted Map has been updated for this year. The fairgrounds map is an aerial of the fairgrounds with a key identifying the buildings and their use. Click each map to view a larger version.



Fairfield County Fair Map



Fairfield County Hauntings & Legends

United Way Community Care Day

September 12th was United Way's Community Care Day. Our team spent the day prepping Thanksgiving Meals for Meals on Wheels. Thank you Stacy, Curt, Jessica, Joanna, and Meagen for your time!



Hunger Action Month

Our office collected canned goods and donations for Hunger Action Month. These donations will be delivered to local food pantries.



Getting to Know Our Team

Wherever You (Lo)Go



Stacy made sure to take the Logo to the Harvest Festival.

Getting to Know Patrick

How we know he knows what he's doing:

Patrick has a Bachelors Degree in History from The Ohio State University. He has been a County Weights and Measures Inspector in our office for 10 years. Prior to joining the Auditor's Office he was a Weights and Measures Inspector with The Ohio Department of Agriculture for 2 years. He has completed the required 20 written tests and two exams to be a certified inspector in the State of Ohio. Patrick annually completes the required continuing education hours specifically pertaining to weights and measures.

What does it mean to you to "Serve.Connect.Protect?"

Serve.Connect.Protect means simply to uphold the values in our local county government that will instill (and to some regain) trust in the people we serve.

What is your favorite aspect of your job?

I love having so many aspects to the job that the environment can change daily, and that I get to regularly travel around the county while meeting the many people who live and work here. One day I can be inspecting a gas station, then the next day be assisting in certifying a livestock scale at a local processor, then follow up with verifying prices at the many retail stores in the county.

How would you spend your perfect day?

In the fall and winter I would be at the ice rink coaching hockey; and in the spring and summer I would be in the woods & water, hunting, fishing, and boating.



Another Fair Success!

Caleb, Gideon and Ethan Hamilton, brothers to Heidi, won several awards at the Hocking County Fair! Congratulations, boys!



Back to (Pre) School

Some of our littles have started pre-school this month!



Nyla started her first day of Pre-K!



Eleri started in the Lambs class at Redeemer.



Even Barnaby is back to school.

2024 Trail of Scarecrows

Our Real Estate building at 108 North High has a scarecrow visitor again this year.

This year's theme is occupations. Red Cross Rosie will be on display the month of October. We chose the Red Cross as a nod to our building's history. The local Red Cross headquarters moved in and operated there for about a decade. During World War II the Red Cross helped the relief effort by sewing and knitting countless garments for soldiers and refugees, training nurses and raising thousands of dollars for the War Fund.

Coincidentally one of the original signers of the petition to organize the local Red Cross chapter was Elizabeth Mccracken, who resided in this home from 1893 to 1901.

For more information on this year's Trail of Scarecrows and to vote for your favorite, visit [Visit Fairfield County](#).



Miss Molly is swinging along at Auditor's Brown's house. A previous homeowner was a beloved teacher in the community.

September Birthdays

18 – Josh



Resources



Follow Your Auditor's Office On
Social Media!

Did you know we have over 4,275 followers across our four social media platforms? If you're not one of those 4,275, you should join and follow!

- [LinkedIn](#)
- [Facebook](#)
- [Instagram](#)
- [Twitter](#)
- [YouTube](#)

Public Records Requests



The mode response time for public records requests to the County Auditor's Office is within one day. If you have a request, please contact Rachel Elsea at rachel.elsea@fairfieldcountyohio.gov.

Frequently Used Forms

Most of the County Auditor forms can be found on our website. Special thanks go out to Angel Horn, Deputy Auditor, for updating our vendor forms.

[Search Forms](#)

October Dates of Interest

7 – Voter Registration Deadline
11 – Fair Day – County Offices Closed
16 – Making Numbers Count

SAVE THE DATE

November 11 – Veterans Day – County Offices Closed
December 1 – Dog Tag License Sales Begin



REGULAR AGENDA #41 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
OCTOBER 01, 2024

AGENDA FOR TUESDAY, OCTOBER 01, 2024

- 8:00 AM Viewing to Consider Petition to Vacate a Portion of Allen Rd. (TR 227), Violet Township, **Allen Rd. and U.S.R. 33**
- 9:00 AM Review
- 9:35 AM Hearing for Vacation of Unimproved Public Rd., Fisher St., Shell Beach, Walnut Township
- 9:36 AM Hearing for Vacation of Unimproved Public Rd., Taylor's Sandy Beach, Walnut Township
- 9:40 AM Hearing to Vacate a Portion of Allen Rd. (TR 227), Violet Township
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for September 24, 2024
- Commissioners
- 2024-10.01.a A Resolution Authorizing the Approval of Proclamations [Commissioners]
- 2024-10.01.b A Resolution Approving a Vacation Request to Vacate a Portion of Allen Road in Violet Township [Commissioners]
- 2024-10.01.c A Resolution Approving a Vacation Request to Vacate a Portion of an Unimproved Public Road, Fisher Street, in Walnut Township [Commissioners]
- 2024-10.01.d A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for the General Fund #1001 [Commissioners]
- 2024-10.01.e A Resolution Authorizing a Fund-to-Fund Transfer for the 4th Quarter 2024 Allocation for the Multi County Juvenile Detention Center [Commissioners]
- 2024-10.01.f A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 2024 Allocation [Commissioners]
- 2024-10.01.g A Resolution to Approve a Memo Expense and Memo Receipt for Reimbursing Fairfield County Utilities for Mowing [Commissioners]

Fairfield County Auditor-Finance

2024-10.01.h A Resolution of Conversion of Prior Year 2022 Encumbrance (X-mode) to Current Year Appropriation and Appropriate from Unappropriated Expenditure Object Category for Funds #1001, 2876, 2066, 2060, 5046, 5820, and 5044 [Auditor- Finance]

Fairfield County Board of Developmental Disabilities

2024-10.01.i A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure for Fund #2060 [Board of Developmental Disabilities]

2024-10.01.j A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD, Fund #2060 [Board of Developmental Disabilities]

Fairfield County Board of Elections

2024-10.01.k A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fund #2891, Precinct Election Official Training [Board of Elections]

Fairfield County Court of Common Pleas

2024-10.01.l A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #1001, Common Pleas Court Administration [Common Pleas Court]

Fairfield County Domestic Relations Court

2024-10.01.m A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of Personal Services and Contractual Services [Domestic Relations Court]

Fairfield County Engineer

2024-10.01.n A Resolution to Schedule an Annual Township Trustee Meeting [Engineer]

2024-10.01.o A Resolution to Declare the GRE-22 Campground Road Bridge Replacement Project a Necessity [Engineer]

2024-10.01.p A Resolution to Declare the AMA-29 Royalton Road Bridge Replacement Project a Necessity [Engineer]

2024-10.01.q A Resolution to Declare the HOC-21 Hamburg Road Bridge Replacement Project a Necessity [Engineer]

2024-10.01.r A Resolution to Declare the Clearport Road CR24-1.677 & CR24-1.776 Culvert Replacements Project a Necessity [Engineer]

2024-10.01.s A Resolution to Declare the Carroll-Eastern CR21-0.864 Culvert Replacement Project a Necessity [Engineer]

2024-10.01.t A Resolution to Declare the Carroll-Eastern CR21-2.154 Culvert Replacement Project a Necessity [Engineer]

- 2024-10.01.u A Resolution to Declare the Carroll-Eastern CR21-4.465 Culvert Replacement Project a Necessity [Engineer]
- 2024-10.01.v A Resolution to Declare the North Walnut Lakeside Drainage Improvement Project a Necessity [Engineer]
- 2024-10.01.w A Resolution to Declare the GRE-04 Carroll-Eastern Road Bridge Replacement Project a Necessity [Engineer]
- 2024-10.01.x A Resolution to Declare the PLE-33 Old Mill Road Bridge Replacement Project a Necessity [Engineer]
- 2024-10.01.y A Resolution to Declare the PLE-32 Old Millersport Road Bridge Replacement Project a Necessity [Engineer]
- 2024-10.01.z A Resolution to Declare the Coonpath Road CR31-8.877 Culvert Replacement Project a Necessity [Engineer]
- 2024-10.01.aa A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024 [Engineer]
- 2024-10.01.bb A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts/Memo Expenses for Fund #3445, Refugee Rd CR7-1.94 [Engineer]
- Fairfield County Facilities
- 2024-10.01.cc A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc. [Facilities]
- 2024-10.01.dd A Resolution for Approval of Change Order No. 2 to the Contract between the Motorola Solutions and the Fairfield County Commissioners [Facilities]
- Fairfield County Job and Family Services
- 2024-10.01.ee A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072 Public Children's Services [JFS]
- 2024-10.01.ff A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS, Fund # 2599, Workforce Fund [JFS]
- Lancaster Fairfield Community Action Agency
- 2024-10.01.gg A Resolution to Approve the CFLP Solid Waste District Recycling Services Contract Fourth Quarter 2024 Budget Revision Request [Community Action]
- Regional Planning Commission
- 2024-10.01.hh A Resolution to Approve an Award of Bid to Hickory Valley Sod Farm LLC for the CDBG PY2023 Village of Sugar Grove Rocket Way Sewer Improvement Project [Regional Planning Commission]
- 2024-10.01.ii A Resolution to Approve Change Order #2 for the CDBG PY2022 Village of Pleasantville, E. Columbus St. & Pearl St., Storm Sewer Improvements [Regional Planning Commission]

Fairfield County Transit

2024-10.01.jj A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category within a Major Expenditure Category for Grant Fund #2908 for the Ohio Department of Transportation Grant [Transit]

Payment of Bills

2024-10.01.kk 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 8, 2024, 9:00 a.m.

Adjourn

Regional Planning Commission Meeting, Fairfield County Records Center, 6:00 p.m.

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 by 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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Fairfield County Commissioners' Office
September 24, 2024

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information 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 Pymer, 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.

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

A resolution authorizing the approval of a proclamations.

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

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

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

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

Prepared by: Bennett Niceswanger

Fairfield County Board of Commissioners

A Proclamation Recognizing October as Adopt a Shelter Dog Month

WHEREAS, the American Society for the Prevention of Cruelty to Animals promotes October as Adopt a Shelter Dog Month; and

WHEREAS, the mission of the Fairfield County Dog Adoption Center & Shelter encompasses safety, compassion, innovation, and integrity, with excellent service for both the animals and individuals; and

WHEREAS, there are currently shelter dogs in need of a safe and loving home.

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

October as Adopt a Shelter Dog Month

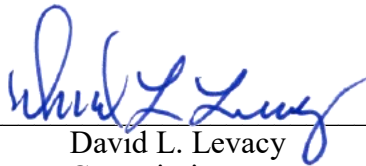
Throughout Fairfield County, we urge all residents to consider adoption of a shelter dog and to contact the Fairfield County Dog Adoption Center and Shelter.

For more information about the process for adopting a dog, please go to www.fairfieldcountydogs.com, visit the Fairfield County Dog Adoption Center and Shelter at 1715 Granville Pike Lancaster, OH 43130, or call 740-687-3647.

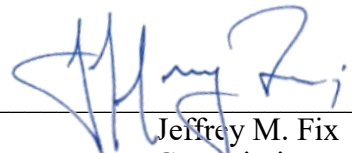
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 1st Day of October in the Year of Our Lord, Two-Thousand and Twenty-Four.



Steven A. Davis
Commissioner



David L. Levacy
Commissioner



Jeffrey M. Fix
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing October as Cybersecurity Awareness Month

WHEREAS, the Fairfield County Board of Commissioners recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to, cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

WHEREAS, cybersecurity education and awareness are crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet; be it with a computer, mobile phone, or other device; and

WHEREAS, monitoring your accounts, being conscientious of what you share online, keeping computer software up to date, creating unique passwords and changing them regularly, installing antivirus programs and firewalls, and using internet-connected devices safely, are ways people and organizations can protect themselves from phishing, viruses, ransomware, and other types of malware.

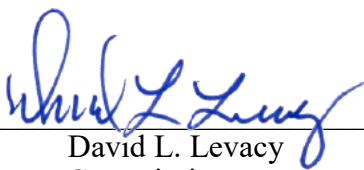
NOW THEREFORE, the Fairfield County Board of Commissioners, does hereby formally declare its respect for and recognition of:

October as Cybersecurity Awareness Month

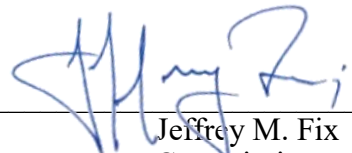
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 1st Day of October in the Year of Our Lord, Two-Thousand and Twenty-Four.



Steven A. Davis
Commissioner



David L. Levacy
Commissioner



Jeffrey M. Fix
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing October as Domestic Violence Awareness Month

WHEREAS, domestic violence is a crime and includes physical assault, sexual abuse, stalking, and emotional, psychological, spiritual and financial abuse; and

WHEREAS, domestic violence remains a pervasive issue across Fairfield County, the United States and the world with implications for personal and community health; and

WHEREAS, domestic violence does not discriminate and touches all communities regardless of age, race, disability, gender identity, or socioeconomic status; and

WHEREAS, research shows that by creating communities where people are connected, supportive, and caring, we can reduce incidents of domestic violence; and

WHEREAS, every day in Fairfield County individuals and organizations, such as The Lighthouse, play a part in supporting people impacted by domestic violence; and

WHEREAS, information about services can be found at www.lancasterlh.org.

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

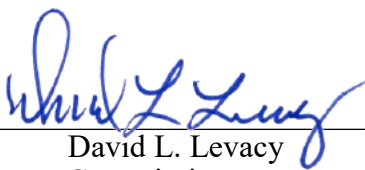
October as Domestic Violence Awareness Month

We urge all Fairfield County residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

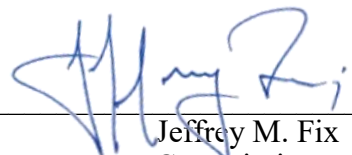
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 1st Day of October in the Year of Our Lord, Two-Thousand and Twenty-Four.



Steven A. Davis
Commissioner



David L. Levacy
Commissioner



Jeffrey M. Fix
Commissioner

Signature Page

Resolution No. 2024-10.01.a

A Resolution Authorizing the Approval of Proclamations

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving a vacation request to vacate a portion of Allen Road in Violet Township.

WHEREAS, a petition to vacate a portion of Allen Road in Violet Township was filed with the Fairfield County Board of Commissioners on September 6, 2024; and

WHEREAS, the viewing and hearing for the vacation of a portion of Allen Road were advertised and held on October 1, 2024 at 8:00 a.m. and October 1, 2024 at 9:40 a.m. respectively; and

WHEREAS, the Board of Commissioners shall follow the procedure for establishing, altering, or vacating road when petitioned by the director of transportation as outlined in section 5553.041 of the ORC; and

WHEREAS, the proposed segment to be vacated commences at the intersection of Allen Road (TR 227) with the east right-of-way line of U.S.R. 33 (Columbus-Lancaster Road). Said point of beginning being approximately 3,845 feet west of the intersection of Allen Road and Carroll-Northern Road (CR 36). Thence following Allen Road, from said point of beginning, in a westerly direction for approximately 1,510 feet, crossing U.S.R. 33 to the Section Line of 35 and 36. Thence turning north and continuing for approximately 1,384 feet crossing over U.S.R. 33 and ending at the north right-of-way line of U.S.R. 33.; and

WHEREAS, feedback was sought from the County Prosecutor, County Engineer, County Regional Planning Commission, County Auditor, County GIS Department, County Health Department, and the Violet Township Trustees; and

WHEREAS, the Commissioners desire to vacate the portion of Allen Road as described above.

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 authorizes and approves the vacation of a portion of Allen Road as stated above.

2024-10.01.b

A resolution approving a vacation request to vacate a portion of Allen Road in Violet Township.

Section 2. That the Clerk will provide a copy of this resolution to the petitioner, Violet Township, the County Engineer, County GIS Department, and the Ohio Department of Natural Resources.

Prepared by: Bennett Niceswanger

cc: ODOT, petitioner
Violet Township
Engineer
GIS
ODNR

RECEIVED

SEP 05 2024

FAIRFIELD COUNTY
ENGINEER

RECEIVED

SEP 06 2024

Fairfield County
Commissioners



PUBLIC ROAD PETITION

(Chapter 5553 Ohio Revised Code)

August 21, 2024
Columbus, Ohio

To the Honorable Board of County Commissioners of Fairfield County, Ohio.

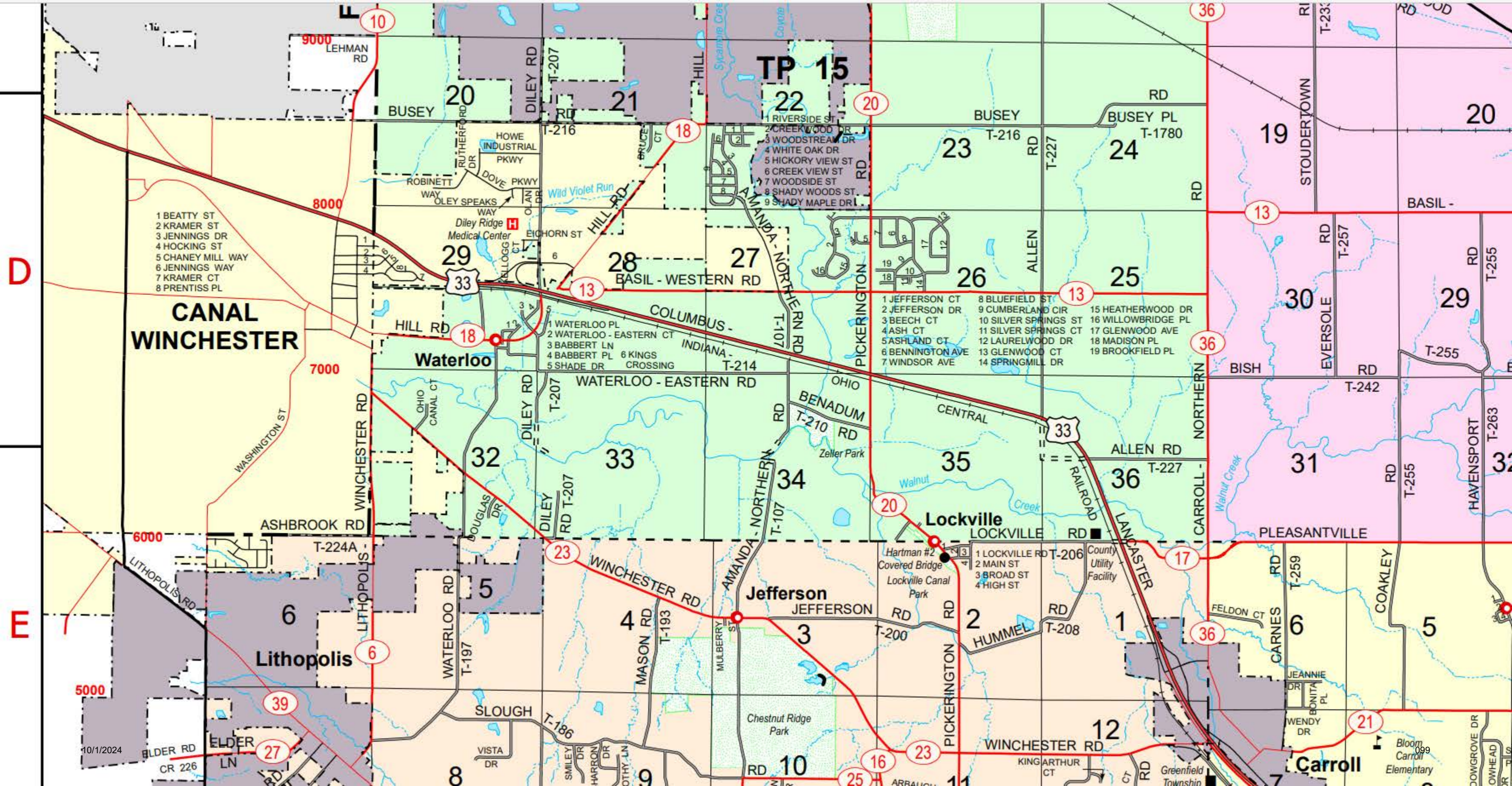
I, the undersigned petitioner, the duly appointed and qualified Director of Transportation of the State of Ohio, respectfully represent that in conjunction with the contemplated construction of Fai-U.S.R. 33/Pickerington Road Interchange in Fairfield County, Ohio. It will be in the public convenience, welfare and interest to close a portion of the public highways, known as *Allen Road (T.R. 227)* which are under the jurisdiction of your Honorable Board: and I make this application to you to institute and order proper proceedings in the permission to close those portions of said road within the right of way limits of *U.S.R 33*.

The following is the general route a termini of said portion of road to be vacated:

Proposed segment to be vacated commences at the intersection of Allen Road (TR 227) with the east right-of-way line of U.S.R. 33 (Columbus-Lancaster Road). Said point of beginning being approximately 3,845 feet west of the intersection of Allen Road (TR 227) and Carroll-Northern Road (CR 36). Thence following Allen Road, from said point of beginning, in a westerly direction for approximately 1,510 feet, crossing U.S.R. 33 to the Section Line of 35 and 36. Thence turning north and continuing for approximately 1,384 feet crossing over U.S.R. 33 and ending at the north right-of-way line of U.S.R. 33 (Columbus-Lancaster Road). Portion of the road to be vacated is highlighted and shown on the attached map (Attachment A).



Director of Transportation, State of Ohio



- 1 BEATTY ST
- 2 KRAMER ST
- 3 JENNINGS DR
- 4 HOCKING ST
- 5 CHANEY MILL WAY
- 6 JENNINGS WAY
- 7 KRAMER CT
- 8 PRENTISS PL

CANAL WINCHESTER

TP 15

- 1 RIVERSIDE ST
- 2 CREEKWOOD DR
- 3 WOODSTREAM DR
- 4 WHITE OAK DR
- 5 HICKORY VIEW ST
- 6 CREEK VIEW ST
- 7 WOODSIDE ST
- 8 SHADY WOODS ST
- 9 SHADY MAPLE DR

- | | | |
|------------------|----------------------|--------------------|
| 1 JEFFERSON CT | 8 BLUEFIELD ST | 15 HEATHERWOOD DR |
| 2 JEFFERSON DR | 9 CUMBERLAND CIR | 16 WILLOWBRIDGE PL |
| 3 BEECH CT | 10 SILVER SPRINGS ST | 17 GLENWOOD AVE |
| 4 ASH CT | 11 SILVER SPRINGS CT | 18 MADISON PL |
| 5 ASHLAND CT | 12 LAURELWOOD DR | 19 BROOKFIELD PL |
| 6 BENNINGTON AVE | 13 GLENWOOD CT | |
| 7 WINDSOR AVE | 14 SPRINGMILL DR | |

- 1 WATERLOO PL
- 2 WATERLOO - EASTERN CT
- 3 BABBERT LN
- 4 BABBERT PL
- 5 SHADE DR
- 6 KINGS CROSSING

- 1 LOCKVILLE RD
- 2 MAIN ST
- 3 BROAD ST
- 4 HIGH ST

A Resolution Approving the Proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation

WHEREAS, the Director of Transportation of the State of Ohio, pursuant to the provisions of R.C. 5553.041 has submitted a petition of the closing of part of Allen Road (T.R.227) in Violet Township; and





WHEREAS, the public interest demands the improvements under the provisions of R.C. 5511 of that part of U.S.R. 33 situated in the County of Fairfield, State of Ohio, and described as the construction of a new interchange at the same location of the existing U.S.R.33/Pickerington Road intersection; and

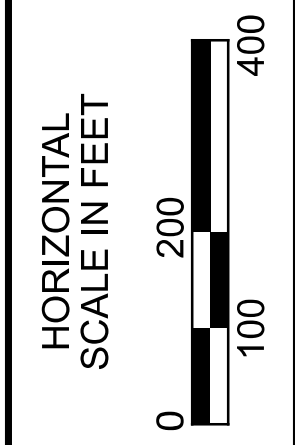
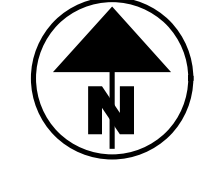
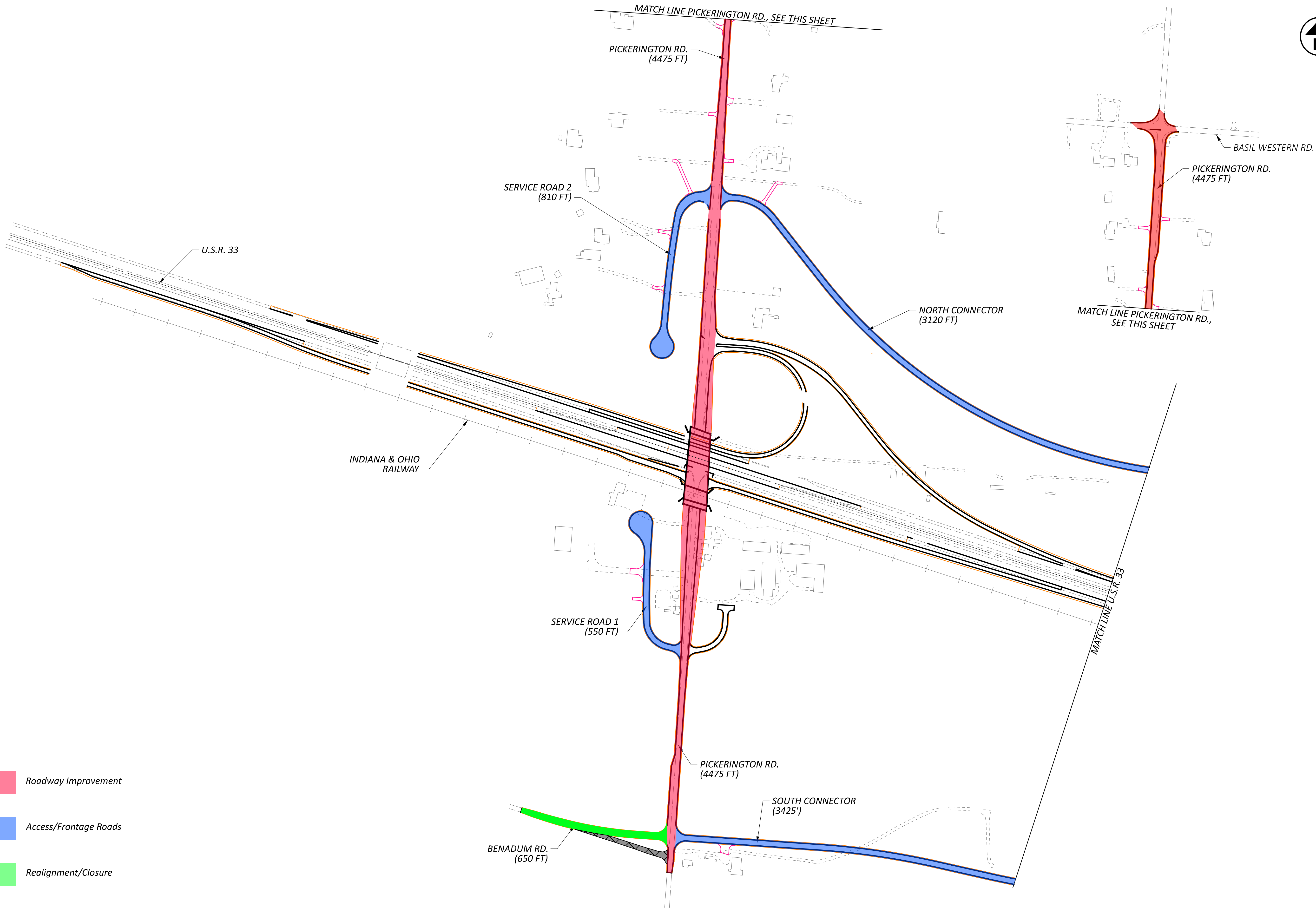
WHEREAS, the Fairfield County Board of Commissioners is of the opinion that it will be for the public convenience and welfare to cooperate with the Director of Transportation in the improvement of U.S.R 33 as described hereinbefore by proceeding as provided in Section 5553.16 of the Revised Code to close the portion of Allen Road (T.R. 227), as described in Attachment A, which lies within the right-of-way limits of the above described State Highway Improvement, provided, however that any compensation and damages, legally due property owners abutting the portion of the highway(s) to be closed shall be paid by the Director of Transportation as part of the costs of acquiring right-of-way for the state highway improvement and pursuant to procedures provided by law relating to the Director of Transportation.

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


Section 1. That the Board of Commissioners resolve to approve the proposed Cooperation of the Fairfield County Board of Commissioners with the State of Ohio Director of Transportation.

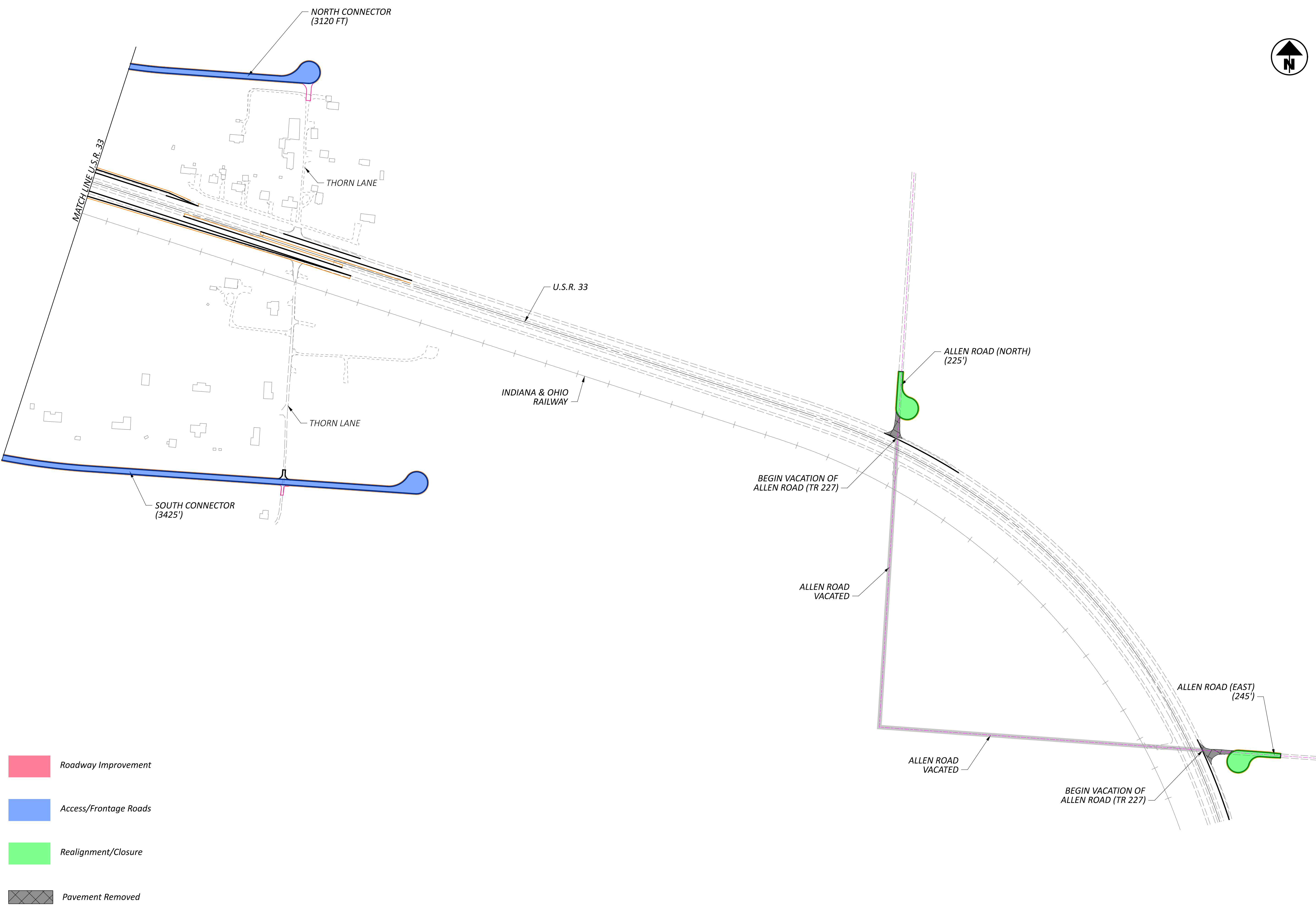
Prepared by: Rochelle Menningen

-  Roadway Improvement
-  Access/Frontage Roads
-  Realignment/Closure
-  Pavement Removed

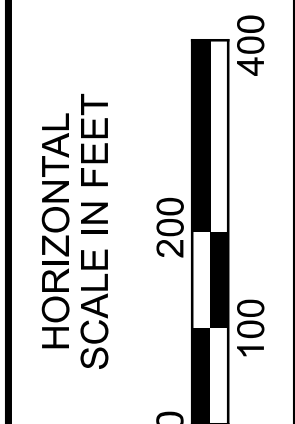
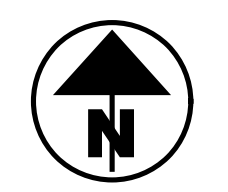


ATTACHMENT A - FAIRFIELD COUNTY


DESIGN AGENCY	
	
DESIGNER	
REVIEWER	
PROJECT ID 77555	
SHEET 1	TOTAL 2



- Roadway Improvement
- Access/Frontage Roads
- Realignment/Closure
- Pavement Removed



ATTACHMENT A - FAIRFIELD COUNTY

DESIGN AGENCY	
 CARPENTER MARTY	
DESIGNER	
REVIEWER	
PROJECT ID	
77555	
SHEET	TOTAL
2	2

Prosecutor's Approval Page

Resolution No. 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

(Fairfield County Commissioners)

Approved as to form on 9/13/2024 3:32:14 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 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

(Fairfield County Commissioners)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

Signature Page

Resolution No. 2024-10.01.b

A Resolution Approving a Vacation Request to Vacate a Portion of Allen Road in Violet Township

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving a vacation request to vacate a portion of an unimproved public road, Fisher Street, in Walnut Township.

WHEREAS, a petition to vacate a portion of an unimproved public road was filed with the Fairfield County Board of Commissioners on August 14, 2024; and

WHEREAS, the petitioner submitted a second addendum on August 28, 2024 stating that pursuant to ORC section 5553.042(B), Fisher Street has been abandoned for a period not less than 21 years; and

WHEREAS, the viewing and hearing for the vacation of the public road were advertised and held on September 24, 2024 at 12:55 p.m. and October 1, 2024 at 9:35 a.m. respectively; and

WHEREAS, petitioned to be vacated is situated in the State of Ohio, County of Fairfield, Township of Walnut, Section 23, Township 17, Range 18 Refugee Lands. Being a portion of Fisher Street (20 feet wide) located between Lot Numbers 23-281, 23-282, 23-283, 23-284, and 23-285 in the Fairfield County Buckeye Lake Reservoir Lands, Shell Beach Allotments Nos. 2 & 5 Property Surplus, as recorded in Plat Book 8, Page 74 (Exhibit A) and Plat Book 8, Page 92 (Exhibit B), in the Fairfield County Recorder's Office (all references to deeds, microfiche, plats, surveys, etc., refer to the Fairfield County Recorder's Office or the Fairfield County Engineer's Office), and being more particularly described as follows:

Beginning at the northwest corner of Lot 23-285; thence in a Southeast direction along the west line of Lot 23-285 and being the east line of Fisher Street to the southwest corner of Lot 23-285 and the southeast corner of Fisher Street; thence in a Southwest direction and along the south line of Fisher Street to the Southeast corner of Lot 23-284 and the southwest corner of Fisher Street; thence in a Northwest direction and along the West line of Fisher Street and the east lines of Lot Nos. 23-284, 23-283, 23-282, and 23-281 to the northeast corner of Lot 23-281; thence in a Northeast direction across Fisher Street to the place of beginning. The unimproved segment of Fisher Street to be vacated is hatched on the attached Exhibit B.; and

WHEREAS, feedback was sought from the County Prosecutor, County Engineer, County Regional Planning Commission, County Auditor, County

A resolution approving a vacation request to vacate a portion of an unimproved public road, Fisher Street, in Walnut Township.

GIS Department, County Health Department, and the Walnut Township Trustees; and

WHEREAS, the Commissioners desire to vacate the portion of Fisher Street as described above.

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 authorizes and approves the vacation of a portion of an unimproved public road, Fisher Street, as stated above.

Section 2. That the Clerk will provide a copy of this resolution to the petitioner, Walnut Township, the County Engineer, County GIS Department, and the Ohio Department of Natural Resources.

Prepared by: Bennett Niceswanger

cc: Tom Corbin, agent for petitioner
Walnut Township
Engineer
GIS
ODNR

842 N. Columbus St., Lancaster, OH 43130-2548

Lancaster (740) 687-1450
Facsimile (740) 687-9384
tjc@corbinlaw.com
www.corbinlaw.com

August 13, 2024

To the Fairfield County Commissioners
Via personal delivery

Subject: petition, etc. relative to vacation of public right-of-way

Dear Sir or Madame:

Enclosed herewith is the package of documents seeking to vacate a right-of-way identified as a portion of Fisher Street, Walnut Township.

Your guidance from this point forward will be greatly appreciated.

Owen M. Rueckel, Jr., **deceased** is the current owner of record. Keith E. Rueckel, Sr., and I, the undersigned, are co-executors of the estate pending in Fairfield County, Probate Court.

The subject premises are presently in contract, for the purchase and sale thereof. Time is of the essence.

Thank you for your anticipated promptness in addressing this matter!

Sincerely,



Thomas James Corbin
Attorney for Estate of Owen M. Rueckel, Jr.

PUBLIC ROAD PETITION

(Rev. Code, Sec. 5553.04)

Lancaster, Ohio

August 11, 2024

To the Honorable Board of County Commissioners of Fairfield County, Ohio:

The undersigned petitioners, freeholders of said County, residing in the vicinity of the proposed improvement hereinafter described, respectfully represent that the public convenience and welfare require the 1 VACATING of 2 AN UNIMPROVED SEGMENT OF a Public Road on the line hereinafter described; and make application to you to institute and order proper proceedings in the premises, for 1 VACATING such road; the same 3 NOT being a road on the State Highway System.

The following is the general route and termini of said road:

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Section 23, Township 17, Range 18, Refugee Lands.

Being a portion of Fisher Street (20 feet wide) located between Lot Numbers 23-281, 23-282, 23-283, 23-284, and 23-285 in the Fairfield County Buckeye Lake Reservoir Lands, Shell Beach Allotments Nos. 2 & 5 Property Surplus, as recorded in Plat Book 8, Page 74 (Exhibit A) and Plat Book 8, Page 92 (Exhibit B), in the Fairfield County Recorder's Office (all references to deeds, microfiche, plats, surveys, etc., refer to the Fairfield County Recorder's Office or the Fairfield County Engineer's Office), and being more particularly described as follows:

Beginning at the northwest corner of Lot 23-285; thence in a Southeast direction along the west line of Lot 23-285 and being the east line of Fisher Street to the southwest corner of Lot 23-285 and the southeast corner of Fisher Street; thence in a Southwest direction and along the south line of Fisher Street to the Southeast corner of Lot 23-284 and the southwest corner of Fisher Street; thence in a Northwest direction and along the West line of Fisher Street and the east lines of Lot Nos. 23-284, 23-283, 23-282, and 23-281 to the northeast corner of Lot 23-281; thence in a Northeast direction across Fisher Street to the place of beginning. The unimproved segment of Fisher Street to be vacated is hatched on the attached Exhibit B.

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing the direction of."
2. Insert "a part of," if so.
3. If the proposed improvement is on the State Highway System the approval of the Director of Highways shall be had before proceeding further. See Sec. 5553.02 O.R.C.
4. Here set forth the general route and termini of the road, or part thereof, to be located, established, or vacated, or the general manner in which such road is to be altered, widened, straightened, or the direction thereof changed.

ADDENDUM TO PUBLIC ROAD PETITION

Date: August 1, 2024

Location and Size of Public Road:

Fisher Street: the right-of-way is depicted upon the plat drawings **attached** hereto. The length is approximately one hundred and forty-nine feet (149') on the west side and one hundred and fifty feet (150') on the east side. The width of the right of way is twenty feet (20').

Petitioners and Co-Executors of the Owen M. Rueckel Estate, the abutting owner.

Name: Thomas James Corbin, Co-Executor and Attorney for the Estate
Of Owen M. Rueckel, deceased
Address: 842 North Columbus Street
Lancaster, Ohio 43130
Phone: (740) 687-1450
Email: tjc@corbinlaw.com


Name: Keith E. Rueckel, Co-Executor
Address: 5452 David Blvd.
Port Charlotte, FL 33981
Phone: (941) 763-7807
Email: palmbush@comcast.net

Attached are the following documents for your review:

1. Public Road Petition, with addendum;
2. Warranty deed and quit-claim deeds of Owen M. Rueckel, grantee;
3. Death certificate of Owen M. Rueckel;
4. Letters of Authority for the executors of the Owen M. Rueckel Estate;
5. Tax map of the area to be vacated;
6. Plat of survey by Tobin McFarland Surveying, Inc.;
7. Seventeen (17) original signatures of adjacent property owners.



Thomas James Corbin
Attorney at Law and
Co-Executor of the
Estate of Owen M. Rueckel, Jr.








Keith E. Rueckel
Co-Executor of the
Estate of Owen M. Rueckel, Jr.

MUST BE PROPERTY OWNERS, NOT RENTERS

Petitioner's Signature Printed Name	Mailing Address
Fred L. James Jr. FRED L. JAMES JR.	4931 PECKER AVE THORNVILLE OHIO 43076
Jeff DeRevoise JEFF DERIVOISE	4939 BUCKAY AVE THORNVILLE OH 43076
Judith M. Bair JUDITH M. BAIR	4956 Decker Ave. Thornville, OH 43076
Larry Wright LARRY WRIGHT	4966 PECKER AVE THORNVILLE, OH 43076
Carol Browne Carol S Browne	4863 Decker Ave NE Sharonville, OH 43076
H.G. Spangler Jr H.G. Spangler Jr	4902 Decker Avenue E Thornville OH 43076
Dana Sherrick Dana Sherrick	803 Lanreco Blvd Lancaster, OH 43130
Troy C. McNaughten Troy C. McNaughten	4920 Decker Ave NE Thornville, OH 43076
Kim K. Moyer Kim K. Moyer	4856 Decker Ave Thornville, Ohio
J. Elliott Van Dyke J. ELLIOTT VAN DYKE	4839 DECKER AVE NE THORNVILLE, OHIO 43076
Sharon A. Haffner SHARON A. HAFFNER	4938 Decker Avenue Sharonville OH 43076
Kristopher Hill Kristopher Hill	4947 Audubon Ave NE Thornville OH, 43076

MUST BE PROPERTY OWNERS, NOT RENTERS

Petitioner's Signature Printed Name	Mailing Address
 Brent Hill	4951 Decker Ave N.E. Thornport OH 43076 villed
 Jan Shaffer	4982 Decker Av Thornport OH 43076 villed
 Dale Larr	Thornville, Oh 43076 4940 Island Ave
 George Dyer	4945 Island Dr. Thornville Oh 43076
 Melissa Phillip	13547 Shell Beach Rd. Thornville Ohio, 43076

200400006388
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
03-08-2004 At: 03:37 PM.
DEED 28.00
DR Book 1331 Page 1587 - 1588

QUIT CLAIM DEED
(Section 5302.11, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, THAT

OWEN M. RUECKEL, JR. AND CONSTANCE L. RUECKEL, his wife, of Fairfield County,
Ohio, and KEITH E. RUECKEL, SR. AND JUDY L. RUECKEL, his wife,
of Broward County, Florida

for valuable consideration paid, grant to:

OWEN M. RUECKEL, JR.

whose tax mailing address is 4895 Decker Avenue, Thornville, Ohio 43076, the following **REAL PROPERTY**:

Situated in the County of Fairfield, in the State of Ohio, and in the Township of Walnut, and being all of Lot Number Thirteen (13), all of Lot Number Fourteen (14), and Twelve (12) feet off the North side of Lot Number Twelve (12) in the SHELL BEACH ADDITION, according to the recorded plat thereof in Plat Book No. 2, Page 27, of the Fairfield County Recorder's Office, together with a right of way over the streets and alleys of said Addition and a right of way to the public road Twenty (20) feet wide over the present lane or any other lane or street to the public road, should the present lane be abandoned or changed. EXCEPTING from the above described premises Forty (40) feet off the East end of said Lots No. 14 and 13 and off the East end of a strip Twelve (12) feet wide off the North side of Lot No. 12, which premises were conveyed by Helen M. Kull to Frank X. Reiber, et. al., April 10th, 1944, by deed recorded in Vol. 206, Page 301, of the Fairfield County Deed Records.

Parcel No. 046-02006.00

DESCRIPTION REVIEWED AND APPROVED
FOR RECORD ONLY FAIRFIELD COUNTY
RECORDS DIVISION
ON NLS DATE 2/10/04
046-02006-00

Prior Instrument References: Volume 663, Page 820, and Volume 1251, Page 0668, Official Records, Fairfield County, Ohio.

Grantors, Owen M. Rueckel, Jr. and Constance L. Rueckel, his wife; and Keith E. Rueckel, Sr. and Judy L. Rueckel, his wife, hereby release all rights of dower therein.

WITNESS the hands of Grantors, this 28 day of February, 2004.

TRANSFERRED

MAR 08 2004

Barbara Curtiss
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE
FEE \$ 25.00

EXEMPT # _____
Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

Owen M. Rueckel Jr.
OWEN M. RUECKEL, JR.

Constance L. Rueckel
CONSTANCE L. RUECKEL

Keith E. Rueckel Sr.
KEITH E. RUECKEL, SR.

Judy L. Rueckel
JUDY L. RUECKEL

STATE OF OHIO)
COUNTY OF FAIRFIELD)ss:

BE IT REMEMBERED, That on this 28th day of February, 2004, before me; the subscriber, a Notary Public in and for said county, personally came Owen M. Rueckel, Jr. and Constance L. Rueckel, his wife, the Grantors in the foregoing instrument who acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Linda L. Leppert
Linda L. Leppert, Notary Public - State of Ohio
My Commission expires 5/29/2005

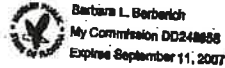
STATE OF FLORIDA)
COUNTY OF BROWARD)ss:

BE IT REMEMBERED, That on this 27 day of February, 2004, before me, the subscriber, a Notary Public in and for said county, personally came Keith E. Rueckel, Sr. and Judy L. Rueckel, his wife, the Grantors in the foregoing instrument who acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Barbara L. Berberich

Notary Public - State of Florida



THIS INSTRUMENT WAS PREPARED BY: Roy E. Hart, Attorney at Law, 201 South Broad Street, Fourth Floor, Lancaster, Ohio 43130.

200200040671
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
12-04-2002 01:44 pm.
DEED 14.00
Book 1251 Page 668 - 669

002

**TRANSFER
NOT NECESSARY**

DEC 04 2002 *OW*

Barbara Curtis
County Auditor, Fairfield County, Ohio

QUIT CLAIM DEED

OWEN M. RUECKEL, a widower and unmarried, of Hillsborough County, Florida, for valuable consideration paid, grants to KEITH E. RUECKEL, SR. and OWEN M. RUECKEL, JR., for their joint lives, remainder to the survivor of them, whose tax-mailing address is 4895 Decker Avenue, Thornville, Ohio 43076, the following **REAL PROPERTY**:

Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut, and being all of Lot Number Thirteen (13), all of Lot Number Fourteen (14), and Twelve (12) feet off the North side of Lot Number Twelve (12) in the Shell Beach addition, according to the recorded plat thereof in Plat Book No. 2, Page 27, of the Fairfield County Recorder's Office, together with a right of way over the streets and alleys of said Addition and a right of way to the public road Twenty (20) feet wide over the present lane or any other lane or street to the public road, should the present lane be abandoned or changed. Excepting from the above described premises forty (40) feet off the East end of said Lots No. 14 and 13 and off the East end of a strip twelve (12) feet wide off the North side of Lot No. 12, which premises were conveyed by Helen M. Kull to Frank X. Reiber, et al., April 10th, 1944, by deed recorded in Vol. 206, page 301, of the Fairfield County Deed Records.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY FAIRFIELD COUNTY
BY CLERK OF COURT
064-020064-00

The permanent parcel number of the property is 064-020064-00.

Prior Deed Reference: Volume 663, page 820 of the Deed Records of Fairfield County, Ohio.

Subject to all covenants, conditions, restrictions and easements of record affecting said premises, which are presently in force.

Executed this 18th day of November, 2002.

Owen M. Rueckel, Sr.
OWEN M. RUECKEL

WENDON
L. ROSS
Attorney at Law
2077 Kettering Blvd., Suite 210
Dayton, Ohio 45424
Telephone: (937) 244-0000
Facsimile: (937) 244-3477

W:\dm\STATE ADMIN \rueckel-Louise-08EUD.htm

STATE OF FLORIDA, COUNTY OF Hillsborough, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named OWEN M. RUECKEL, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Hillsborough County, Florida, this 18th day of November, 2002.



Lillian Troit
Notary Public
10/13/06

This instrument was prepared by Jeffrey A. Winwood, Attorney at Law, 3077 Kettering Blvd., Suite 210, Dayton, Ohio 45439.

WINWOOD
CHRISTIAN &
ASBHTSTEE
Attorneys at Law
3077 Kettering Blvd., Suite 210
Dayton, Ohio 45439
Telephone: (937) 234-4200
Facsimile: (937) 234-3478

W:\ADMIN\STATE ADMIN\Rueckel-Lanier\USED.frm

PARCEL ID# 064-020064-00

GENERAL WARRANTY DEED - OHIO STATUTORY FORM
SECTIONS 5302.05 and 5302.06 O.R.C.
SURVIVORSHIP TENANCY - SECTION 5302.17 O.R.C.

GRANTORS, OWEN M. RUECKEL and LOUISE IDA RUECKEL, husband and wife, of Montgomery County, Ohio, for valuable consideration paid in the form of love and affection, grant as a gift, with general warranty covenants to GRANTEES, KEITH E. RUECKEL, SR. and OWEN M. RUECKEL, JR., for their joint lives, remainder to the survivor of them, reserving unto Grantors, Owen M. Rueckel and Louise Ida Rueckel, a life estate for and during their natural lives, whose tax mailing address is 4895 Decker Avenue, Thornville, Ohio 43076, the following real property:

Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut, and being all of Lot Number Thirteen (13), all of Lot Number Fourteen (14), and Twelve (12) feet off the North side of Lot Number Twelve (12) in the Shell Beach Addition, according to the recorded plat thereof in Plat Book No. 2, page 27, of the Fairfield County Recorder's Office, together with a right of way over the streets and alleys of said Addition and a right of way to the public road Twenty (20) feet wide over the present lane or any other lane or street to the public road, should the present lane be abandoned or changed. Excepting from the above described premises forty (40) feet off the East end of said Lots No. 14 and 13 and off the East end of a strip twelve (12) feet wide off the North side of Lot No. 12, which premises were conveyed by Helen M. Kull to Frank X. Reiber, et al., April 10th, 1944, by deed recorded in Vol. 206, page 301, of the Fairfield County Deed Records.

The above property is conveyed subject to and excepting from the general warranty covenants are the following:

- (1) Real estate taxes and assessments not yet due and payable;
- (2) All easements, conditions, covenants, restrictions, reservations, and limitations of record and all legal highways.
- (3) Any law, ordinance or governmental regulation, including but not limited to, building and zoning ordinances, laws, resolutions, and regulations), restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvements erected on the land;

Attachment of 1831 Pg. 1504

(4) Rights of eminent domain unless notice of the exercise of such rights appear in the public records as of the date of recording of this deed;

Prior Deed Reference: Deed Book 533, page 64, Deed Book 535, page 464, Deed Book 131, page 254 and Deed Book 156, page 133 of the Fairfield County Deed Records.

WITNESS their hands on the 24th day of August, 1997.

Signed and acknowledged in the presence of:

Thomas F. Folino
Witness
Thomas F. Folino
Print name of witness

Owen M. Rueckel
Owen M. Rueckel

Christine S. Folino
Witness
Christine S. Folino
Print name of witness

Louise Ida Rueckel
Louise Ida Rueckel

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS,

The foregoing instrument was acknowledged before me this 24th day of August, 1997, by OWEN M. RUECKEL and LOUISE IDA RUECKEL, husband and wife.

Thomas F. Folino
Notary Public

This instrument prepared by:
Thomas F. Folino, Attorney, of
JABLINSKI, FOLINO, ROBERTS & MARTIN
A Legal Professional Association
P.O. Box 1266
Dayton, Ohio 45402-9766



Thomas F. Folino, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

REAL ESTATE CONVEYANCE

Fee \$ _____

Exempt # JD

Barbara Curtin
Auditor, Fairfield Coun:

TRANSFERRED

SEP 02 1997

Barbara Curtin
County Auditor, Fairfield County, Ohio

9700017704
Filed for Record in
FAIRFIELD CO., OH
GENE WOOD
On 09-02-1997 At 10:25 am.
DEED 14.00
Book OR Vol. 663 Pg. 820 - 821

VAL 663 PAGE 821

20508 8

OR BK 1758 PG 2289

Revised 7/16

PROBATE COURT OF FAIRFIELD COUNTY, OHIO
TERRE L. VANDERVOORT, JUDGE

PC-E-12.1 (Rev. 3-2014)

ESTATE OF Constance L. Rueckel DECEASED
CASE NO. 20170318

CERTIFICATE OF TRANSFER
NO. 1

FILED
JAN 10 2018
TERRE L. VANDERVOORT
PROBATE &
FAIRFIELD COUNTY

[Check one of the following]

- Decedent died intestate.
- Decedent died testate.

Decedent died on May 18, 2017 owning the real property described in this certificate. The persons to whom such real property passed by devise, descent or election are as follows:

Name	Residence Address	Transferee's share of decedent's interest
Owen M. Rueckel, Jr.	4895 Decker Avenue Thornville, OH 43076	100%

TRANSFERRED

REAL ESTATE CONVEYANCE

201800002186
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
02-09-2018 RE 08129 da.
CERT TRANS 36.00
OR Book 1758 Page 2287 - 2291

FEB 08 2018

FEE \$
EXEMPT # N

Jan Ashtey, Jr.
County Auditor, Fairfield County, Ohio

Jan Ashtey, Jr.
County Auditor, Fairfield County, OH

[Complete if applicable] The real property described in this certificate is subject to a charge of \$

in favor of decedent's surviving spouse, in respect

of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

FORM 12.1 - CERTIFICATE OF TRANSFER
(PAGE 1)

CASE NO. 20170318

The legal description of decedent's interest in the real property subject to this certificate is:
[use extra sheets, if necessary]

PARCEL NO. 1: Being a one-half interest in the following: Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut: Being the West one-half of Lots No. 9 and 10 and the West one-half of 12 feet off the North side of Lot No. 11 in the Cottage Lots adjoining Lake Tourist Hotel Subdivision as recorded in Plat Book 2, Page 27.

Parcel No. 0460200400
Last Transfer: Vol. 506, Page 727

PARCEL NO. 2: Being a one-half interest in the following: Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut: Being Lots Nos. 23-281, 23-282, 23-283, 23-284, 23-285 as numbered and delineated in the plat of Buckeye Lake Reservoir Lands, as recorded in the Recorder's Office of Fairfield County, Ohio, in Volume 8, Page 92.

Parcel Nos. 0460201600; 0460201700; 0460201800; 0460201900 ; 0460202000
Last Transfer: Vol. 506, Page 727 of the Official Records of Fairfield County, Ohio

PARCEL NO. 3: Being a one-half interest in the following: Situated in the County of Fairfield, in the State of Ohio and in the Village of Pleasantville:

See Continuation Page

Prior Instrument Reference:

Parcel No:

This Instrument was prepared by Kacie D. Waugh, 3083 Columbus Street, Grove City, OH 43123

ISSUANCE

This Certificate of Transfer is issued this 14th day of January, 20 18.

Terre L. Vandervoort
Terre L. Vandervoort, Judge
Probate Judge

CERTIFICATION

I certify that this document is a true copy of the original Certificate of Transfer No. _____ issued on January 19, 2018 and kept by me as custodian of the official records of this Court.

JAN 19 2018

Date

By *Kawene Bell*

Terre L. Vandervoort, Judge
Probate Judge

Page 2 of 2 pages

CONTINUATION

CASE NO. 20170318

Application for Certificate of Transfer - Legal Description of Interest

Being on the North side of Columbus Street in said Village and bounded and described as follows:

Beginning at a point in the Pleasant and Walnut Township line 345.8 feet East of the Southwest corner of the Southeast Quarter of Section 34, Township 16, Range 18 West; thence East 60 feet; thence North 300.8 feet; thence West 60 feet; thence South 300.8 feet to the place of beginning. Except that a strip 14 feet wide off the North end of the above described real estate is to be used as a private right-of-way jointly by the owners of lots immediately North and East of the above described real estate and by the owner of the herein conveyed lot.

Parcel No. 0500273700

Last Transfer: Vol. 1486, Page 3001 of the Official Records of Fairfield County, Ohio

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/REGISTERED TAX MAPS

BY V.L.T. DATE 1-30-18

046-02004-00

046-02016-00

046-02017-00

046-02018-00

046-02019-00

046-02020-00

050-02737-00

3-8

GENERAL WARRANTY DEED

Linda M. Sandbrink (formerly Linda M. Hain) and Richard W.

Sandbrink, her husband of Fairfield County, Ohio,

for valuable consideration paid, grant(s) with general warranty covenants, to Owen M.

Rueckel, D. and Constance H. Rueckel, whose tax mailing address is

311 Falls Road, Columbus, Ohio 43214

the following REAL PROPERTY, Situated in the County of Fairfield, in the State of Ohio and in the Township of Walnut

Parcel No. 1: Being the West one-half of both No. 9 and 10 and the West one-half of 12 feet off the North side of Lot No. 11 in the Fisher and Becker Shall Beach Addition in Walnut Township, Fairfield County, Ohio.

Parcel No. 2: Being Lots Nos. 23-281, 23-282, 23-283, 23-284, 23-285 as numbered and delineated in the plat of Buckeye Lake Reservoir Lands, as recorded in the Recorder's Office of Fairfield County, Ohio, in Volume 8, page 92.

Subject to conditions and restrictions, easements, rights, permits and right of way license agreements of record.

For reference, see Volume 311, page 698, Volume 314, page 308, Volume 322, page 368, Volume 359, page 508 and Volume 372, page 636 of the Deed Records of Fairfield County, Ohio.

Grantor releases all rights of dower therein. Witness their hand(s) this 25th day of September, 1981.

Signed and acknowledged in the presence of:

Linda M. Sandbrink (Linda M. Sandbrink)
Richard W. Sandbrink (Richard W. Sandbrink)
Witness: Nancy Olive

State of Ohio, County of Fairfield, ss.

BEIT REMEMBERED: That on this 25th day of September, 1981, before me, the subscriber, a Notary Public in and for said county, personally came Linda M. Sandbrink and Richard W. Sandbrink, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

This instrument was prepared by JACKSON, KILLER & ENGLAND, Bettimore, Ohio.

RECEIVED IN FAIRFIELD COUNTY, OHIO
RECORDED
INDEXED

EXPIRES SEP 29 1981
RECORDED - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

9

Vol. 1100 PAGE 2041

200000000649
Filed for Record in
FAIRFIELD CO, OH
GENE WOOD
On 01-10-2000 At 09:39 am.
DEED 14.00
GR Book 1100 Page 2041 - 2042

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

BETTY JANE BARTHELMAS, Widowed and Unremarried
of Fairfield County, Ohio,

for valuable consideration paid, grants with general warranty covenants to:

OWEN M. RUECKEL, JR.

whose tax mailing address is 4895 Decker Avenue, Thornville, Ohio 43076, the following described REAL PROPERTY:

Situated in the County of Fairfield, in the State of Ohio, and in the Township of Walnut, and bounded and described as follows:

Being a part of Lots Numbered Nine (9), Ten (10), and Eleven (11) in the Shell Beach Addition in said Township and County and bounded as follows: Beginning at a point at the Northeast corner of said Lot Number Nine (9); thence South along the East line of said Lots No. 9, 10, and 11, Eighty (80) feet to a point; thence West across Lot Numbered Eleven (11) parallel with the North line of said Lot, Thirty-seven and one-half (37 1/2) feet to a point; thence North across Lots No. 11, 10, and 9, to the North line of said Lot No. 9; thence East along the North line of said Lot Numbered Nine (9) to the place of beginning, and being the premises conveyed to the said Robert W. McAllister and Bernadine McAllister by a deed from Joseph C. Rudolph and Minnie Rudolph, dated September 30th, 1953, and recorded in Volume 249, Page 309.

Auditor's Parcel No. 046-02003-00


Subject to conditions, restrictions, and easements of record, and taxes and assessments, if any, now a lien.

Prior Instrument Reference: Volume 551, Page 312 and Volume 1100, Page 2039 of the Deed Records of Fairfield County, Ohio.

Witness the hand of the Grantor, this 7th day of January, 2000.

UNRECORDED DEEDS AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
REGISTERED DEEDS DIVISION
BY MLB DATE 1-7-00

Signed and acknowledged
in the presence of:


James A. Edwards


BETTY JANE BARTHELMAS

Roy E. Hart

STATE OF OHIO)
)SS:
COUNTY OF FAIRFIELD)

BE IT REMEMBERED, That on this 7th day of January, 2000, before me, the subscriber,

a Notary Public in and for said county, personally came Betty Jane Barthelmas, the Grantor in the foregoing instrument who acknowledged the signing thereof to be her voluntary act and deed for the purposes set forth therein.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Notary Public - State of Ohio

James A. Edwards

NOTARY PUBLIC, STATE OF OHIO
RECEIVED COMMISSION AS ATTORNEY

THIS INSTRUMENT WAS PREPARED BY: Roy E. Hart, Attorney at Law, 201 South Broad Street, Fourth Floor, Lancaster, Ohio 43130

REAL ESTATE COMMISSION

Fee \$ 54.00

Exempt # _____

Barbara Curtiss
Auditor, Fairfield County, Ohio

TRANSFERRED

JAN 10 2000

Barbara Curtiss
County Auditor, Fairfield County, Ohio

View Document - PE20240093 - Certificate of Death

Pages: 1

Primary Reg. Dist. No. 2300
 Registrar's No. 2300-2024000232

Ohio Department of Health - Vital Statistics

State File No. 2024017631
20240093

DECEDENT		1. Decedent's Legal Name (First, Middle, Last, Suffix) (Include AKA's if any) OWEN MAURICE RUECKEL JR		2. Sex MALE	3. Date of Death (Month/Day/Year) FEBRUARY 16, 2024
4. Social Security Number [REDACTED]	5a. Age (Years) 83	5b. Under 1 Year Months	5c. Under 1 day Hours Minutes	6. Date of Birth (Mo/Day/Year) AUGUST 21, 1940	7. Birthplace (City and State or Foreign Country) DAYTON, OHIO
8a. Residence State OHIO		8b. County FAIRFIELD		8c. City or Town THORNVILLE	
8d. Street Address and Zip Code 4895 DECKER AVE NE 43076					8e. Ever in US Armed Forces? YES - NATIONAL GUARD
10. Marital Status at Time of Death WIDOWED (AND NOT REMARRIED)			11. Surviving Spouse's Name (if wife, give name prior to first marriage)		
12. Decedent's Education COLLEGE, BUT NO DEGREE		13. Decedent of Hispanic Origin NO	14. Decedent's Race WHITE		
15. Father's Name OWEN MAURICE RUECKEL SR			16. Mother's Name (prior to first marriage) LOUISE IDA FRANK		
17a. Informant's Name KEITH E RUECKEL SR		17b. Relationship to Decedent BROTHER		17c. Mailing Address (Street and Number, City, State, Zip Code) 5452 DAVID BLVD PORT CHARLOTTE, FLORIDA 33981	
18a. Place of Death DECEDENT'S HOME		18c. City or Town, State and Zip Code THORNVILLE, OH 43076		18d. County of Death FAIRFIELD	
18b. Facility Name (if not institution, give street & number) 4895 DECKER AVE NE		20. License Number (of licensee) 008008		21. Name and Complete Address of Funeral Facility MAEDER-QUINT-TIBERI FUNERAL HOME INC 1068 S HIGH ST COLUMBUS, OH 43206	
19. Funeral Service Licensee or Other Agent JOHN A TIBERI		22. Method and Place of Disposition CREMATION - CENTRAL OHIO CREMATORY, COLUMBUS, OH		24. Date Filed (Month/Day/Year) 2-22-24	
23. Local Registrar <i>Paulitta Hrieger</i>		25a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician (To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner or Medical Examiner (On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.)			
26a. Time of Death 4:11 AM		26b. Date Pronounced Dead (Month/Day/Year) 2-16-24		26d. Was Case Referred to Medical Examiner or Coroner? YES	
25b. Certifier Name and Title <i>Valerie Zona</i>		25f. License Number 34.013516		25g. Date Signed (Month/Day/Year) 02/21/2024	
27. Name (First, Middle, Last) and Address of Person who Completed Cause of Death VALERIE ZONA, 1548 SHERIDAN DRIVE, SUITE 200, LANCASTER, OH 43130					
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not omit the mode of dying, such as cardiac or respiratory arrest, shock, or death failure. List only one cause on each line. Type or print in permanent blue or black ink.					
Immediate Cause (Final disease or condition resulting in death) Acute respiratory failure with hypoxia		Approximate Interval: Chest and Death			
Sequentially list conditions, if any, leading to immediate cause. Asthenia		FILED			
Enter Underlying Cause (Disease or injury that initiated events resulting in a death) CVA		FEB 29 2024			
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. HTN					
30. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably		31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		32. Manner of Death: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
33d. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No					
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)					
33f. Describe How Injury Occurred:				33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:	

2135845
 2024017631

2024017631

HEA 2724 Rev. 05/18

Pages: 1

Download Document

IN THE COURT OF COMMON PLEAS OF FAIRFIELD COUNTY, OHIO
PROBATE DIVISION
TERRE L. VANDERVOORT, JUDGE

ESTATE OF OWEN M. RUECKEL, JR., DECEASED
CASE NO. 20240093

ENTRY APPOINTING FIDUCIARY; LETTERS OF AUTHORITY

[For Executors and all Administrators]

Name and Title of Fiduciary KEITH E. RUECKEL, SR. - CO-EXECUTOR
THOMAS JAMES CORBIN - CO-EXECUTOR

On hearing in open court the application of the above fiduciary for authority to administer decedent's estate, the court finds that:

Decedent died [check one of the following] testate intestate on 02/16/2024
domiciled in FAIRFIELD COUNTY, OHIO

[Check one of the following] Bond is dispensed with by the will Bond is dispensed with by law Applicant has executed and filed an appropriate bond, which is approved by the court; and

Applicant is a suitable and competent person to execute the trust.

The court therefore appoints applicant as such fiduciary, with the power conferred by law to fully administer decedent's estate. This entry of appointment constitutes the fiduciary's letters of authority.

3/13/2024
Date

Terre L. Vandervoort
Terre L. Vandervoort, Probate Judge

CERTIFICATE OF APPOINTMENT AND INCUMBENCY

The above document is a true copy of the original kept by me as custodian of this Court. It constitutes the appointment and letters of authority of the named fiduciary, who is qualified and acting in such capacity.



By: Terre L. Vandervoort, Probate Judge
Deputy Clerk JUN 18 2024

Date

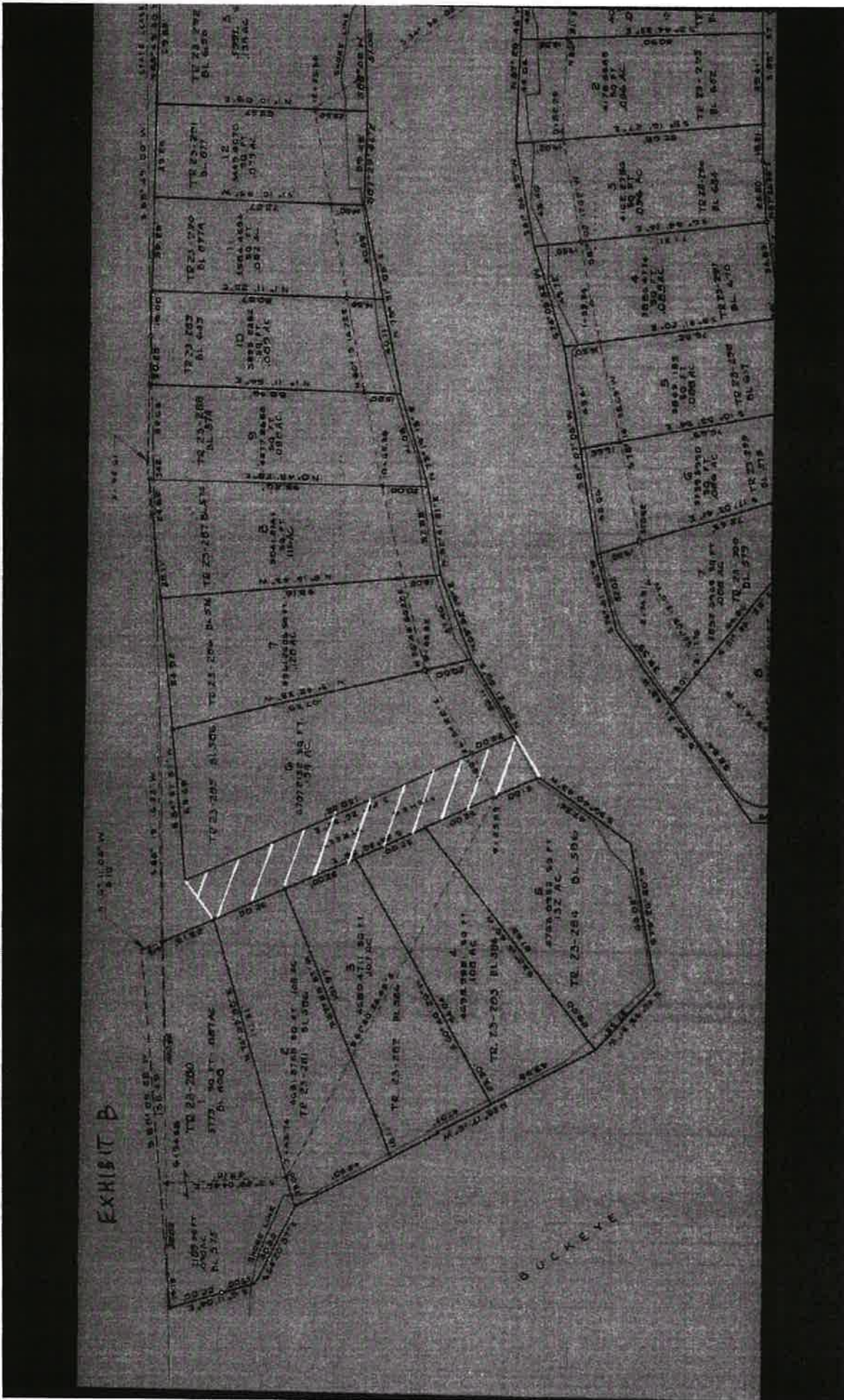
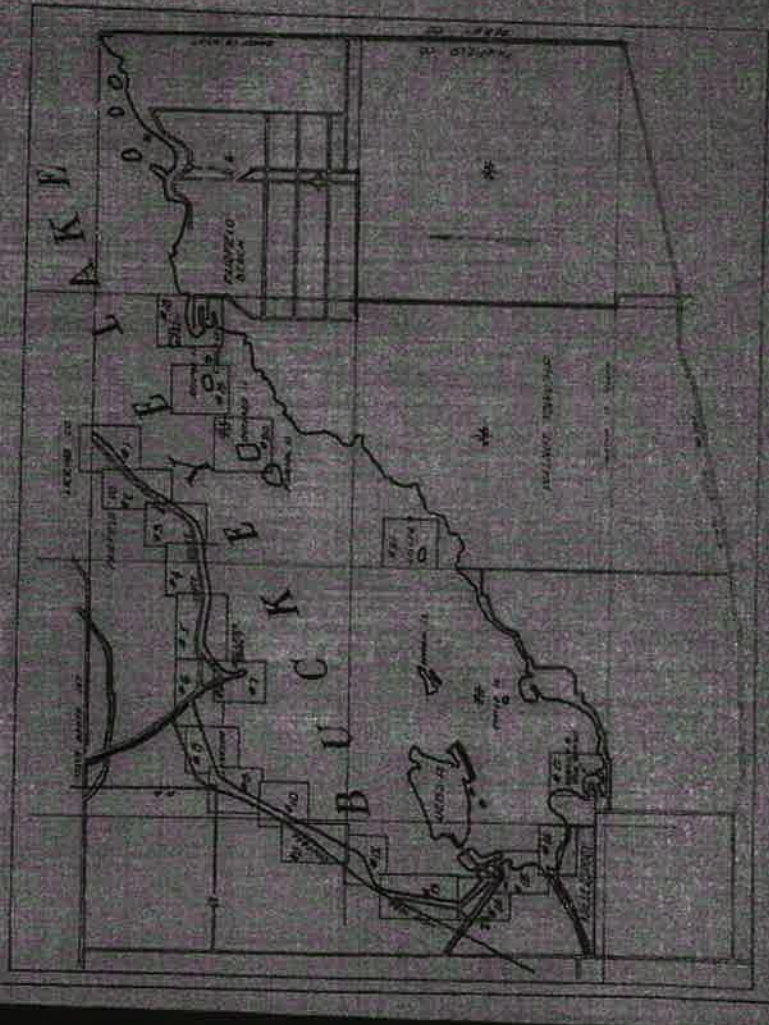


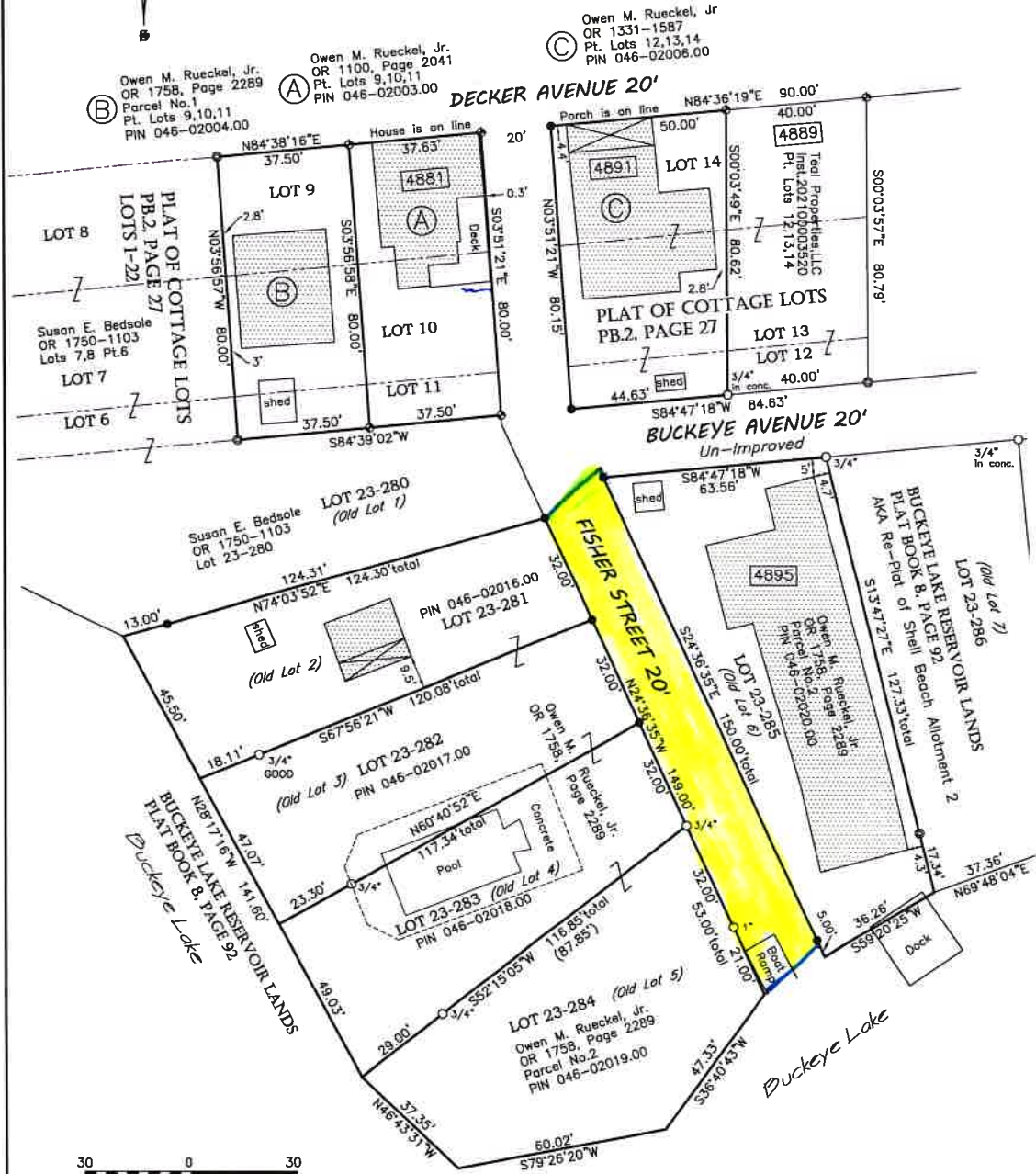
EXHIBIT A
 FAIRFIELD COUNTY
 BUCKEYE LAKE RESERVOIR LANDS
 WALNUT TOWNSHIP
 1960



[Faint, mostly illegible text, likely a survey description or deed, containing various clauses and signatures.]

SECTION	TOWNSHIP	COUNTY	STATE
10	Walnut	Fairfield	Ohio
11	Walnut	Fairfield	Ohio
12	Walnut	Fairfield	Ohio
13	Walnut	Fairfield	Ohio
14	Walnut	Fairfield	Ohio
15	Walnut	Fairfield	Ohio
16	Walnut	Fairfield	Ohio
17	Walnut	Fairfield	Ohio
18	Walnut	Fairfield	Ohio
19	Walnut	Fairfield	Ohio
20	Walnut	Fairfield	Ohio
21	Walnut	Fairfield	Ohio
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31	Walnut	Fairfield	Ohio
32	Walnut	Fairfield	Ohio
33	Walnut	Fairfield	Ohio
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40	Walnut	Fairfield	Ohio
41	Walnut	Fairfield	Ohio
42	Walnut	Fairfield	Ohio
43	Walnut	Fairfield	Ohio
44	Walnut	Fairfield	Ohio
45	Walnut	Fairfield	Ohio
46	Walnut	Fairfield	Ohio
47	Walnut	Fairfield	Ohio
48	Walnut	Fairfield	Ohio
49	Walnut	Fairfield	Ohio
50	Walnut	Fairfield	Ohio

PLAT OF SURVEY
 STATE OF OHIO
 FAIRFIELD COUNTY
 WALNUT TOWNSHIP
 TOWNSHIP 17, RANGE 18
 SECTION 23



30 0 30
 GRAPHIC SCALE 1 INCH = 30 FEET
 2024/rgrm/rueckel

LEGEND

- 5/8"X 30" rebar set with a "Tobin-McFarland" ID cap.
 - ◆ 5/8"X 30" "Tobin-McFarland" rebar previously set.
 - Iron Pipe Found, size as labeled
 - 5/8 inch rebar found
- Resources used that are pertinent to this survey are shown on this plat.
 Flood Zone X, Panel 39045C 0090C



For: Owen Rueckel, Jr.
 Date of Drawing: Aug.10,2020

BY: PRELIMINARY
 Registered Surveyor No.6416 Date _____
TOBIN-McFARLAND SURVEYING INC.
 111 West Wheeling Street
 Lancaster, Ohio 43130
 Ph. 740-887-1710 Fax 740-687-0877



BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

August 29, 2024

Good afternoon,

Clerk
Rochelle Menningen

On September 3, 2024, at their Regular meeting, at 9:00 a.m., at the Administrative Courthouse, 210 E. Main St., Lancaster, Ohio, the Fairfield County Board of Commissioners will consider a resolution (see attached) to set a viewing date and a hearing date to determine the necessity for the public convenience and welfare to vacate a portion of Fisher Street, in the Fairfield County Buckeye Lake Reservoir Lands, in Shell Beach. The portion of the street to be considered for vacation, will be 20 feet wide and will be located between Lot Numbers 23-281, 23-282, 23-283, 23-284, and 23-285.

The resolution to be considered, will set a viewing date and time of September 24, 2024, at 12:55 p.m., at the location of the site, if passed.

The resolution will also, if passed, set a hearing date of October 1, 2024, at 9:35 a.m., in the Commissioners' Hearing Room, at the Administrative Courthouse, 210 E. Main St., Lancaster, OH 43130.

You may contact the Commissioners Clerk, at the email address below, to obtain information regarding the passage of the resolution.

You are being notified of this hearing as an abutting or adjacent property owner, as the Ohio Department of Natural Resources, or as the township in which the proposed property is located and are invited to make comments regarding the proposed vacation at the above listed hearing.

Sincerely,

Rochelle Menningen
Clerk to the Fairfield County Board of Commissioners
rochelle.menningen@fairfieldcountyohio.gov

Enclosure

Cc: Property Owners
ODNR/Real Estate Section
Walnut Township Trustees
Fairfield County Engineer

Daniel Kalmbach 30 Lake Drive Thornville 419-635-5835

Carol & Browne 4863 Decker Ave 740 467 7080

Wm & Bryan

" " " "

Johanna Thecht 441 Buckingham Blvd. 332.3576
kn have 740-687-1452

Peggy L Corbin 842 N. Columbus St

Thomas J Corbin " " " " " " " "

9-24-24 @ 12:55 pm.

Viewing to vacate an unimproved alley, portion of
Fisher St.

842 N. Columbus St., Lancaster, OH 43130-2548

Lancaster (740) 687-1450
Facsimile (740) 687-9384
tjc@corbinlaw.com
www.corbinlaw.com

August 28, 2024

Rochelle Menningen
210 East Main Street Room 302
Lancaster, Ohio 43130
Via Hand Delivery

Re: Petition for Vacation/Rueckel

Rochelle:

We provide herewith upgraded copies of **attachments** to our petition, pursuant to the request of the Auditor Real Estate authorities.

And also submitted herewith is a second addendum to the petition.

Sincerely,



Thomas James Corbin

TJC:eh

enc

SECOND ADDENDUM TO PUBLIC ROAD PETITION

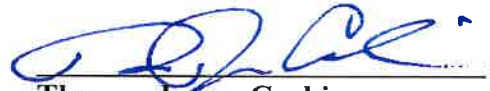
Date: August 28, 2024

Pursuant to ORC 5553.042, it is hereby alleged that “the public road,... has been abandoned and not used for a period of twenty-one years...”

MEMORANDUM

The foregoing is submitted in the interest of thoroughness, given that the statute (ORC 5553.042) provides in relevant part that “[a] township shall lose all rights in and to any public road (etc.) which has been **abandoned** and not used for a period of twenty-one years, after formal proceedings for vacation... have been taken. Upon petition for vacation..., if the board finds that the public road... has been abandoned and not used for a period of twenty-one years as **alleged in the petition**, the board, by resolution, may order the road... vacated, and the road... shall pass, in fee, to the abutting landowners...” ORC 5553.042 (B).

Based upon the foregoing, abandonment is a basis for vacation; and it is applicable to the matter herewith pending before the County Commissioners.



**Thomas James Corbin
Attorney at Law and
Co-Executor of the
Estate of Owen M. Rueckel, Jr.**

Thomas James Corbin
Attorney at Law
842 North Columbus Street, Lancaster, Ohio 43130
(740) 687-1450 www.corbinlaw.com

GENERAL WARRANTY DEED *

Linda M. Sandbrink (formerly Linda M. Nairn) and Richard W.

Sandbrink, her husband (1), of Fairfield County, Ohio,
for valuable consideration paid, grant(s), with general warranty covenants, to Owen M.
Rueckel, Jr. and Constance L. Rueckel, whose tax-mailing address is
311 Fallis Road, Columbus, Ohio 43214
the following REAL PROPERTY: Situated in the County of Fairfield, in the State
of Ohio and in the Township of Walnut (2)

Parcel No. 1: Being the West one-half of Lots No. 9 and 10 and the
West one-half of 12 feet off the North side of Lot No. 11 in the Fisher
and Decker Shell Beach Addition in Walnut Township, Fairfield County,
Ohio.

Parcel No. 2: Being Lots Nos. 23-281, 23-282, 23-283, 23-284, 23-285 as
numbered and delineated in the plat of Buckeye Lake Reservoir Lands, as
recorded in the Recorder's Office of Fairfield County, Ohio, in Volume 8,
page 92.

Subject to conditions and restrictions, easements, rights, permits and
right of way license agreements of record.

For reference, see Volume 311, page 698, Volume 314, page 308,
Volume 322, page 368, Volume 359, page 608 and Volume 372, page 636 of
the Deed Records of Fairfield County, Ohio.

Prior Instrument Reference: Vol. --- Page --- of the Deed Records of
County, Ohio. (3) wife (husband) of the
Grantor releases all rights of dower therein. Witness their hand(s) this 25th day
of September, 1981

Signed and acknowledged in the presence of:

[Signature] (Linda M. Sandbrink)
WITNESS [Signature] (Richard W. Sandbrink)
WITNESS [Signature]

State of Ohio County of Fairfield, ss.

BE IT REMEMBERED, That on this 25th day of September, 1981, before me,
the subscriber, a Notary Public in and for said county, personally came, Linda M.
Sandbrink and Richard W. Sandbrink, the Grantor(s) in the
foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.
IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day

and year aforesaid. [Signature]
Notary Public, State of Ohio. Lifetime Commission

This instrument was prepared by JACKSON, KELLER & ENGLAND, Baltimore, Ohio.

1. Name of Grantor(s) and marital status.
2. Description of land or interest therein, and encumbrances, reservations, exceptions, taxes and assessments, if any.
3. Delete whichever does not apply
4. Exempt in accordance with Chapter 5301 of the Revised Code of Ohio.
RECEIVED IN FAIRFIELD COUNTY, OHIO
RECORDED SEP 30 1981
RECORD VOL 506 PAGE 127

Exempt # _____
Auditor's and Recorder's Stamps
SEP 29 1981
[Signature]
Notary Public, State of Ohio
EVOL 506 PAGE 127

[Signature]
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

EXHIBIT A - Plat Book 8 Page 74

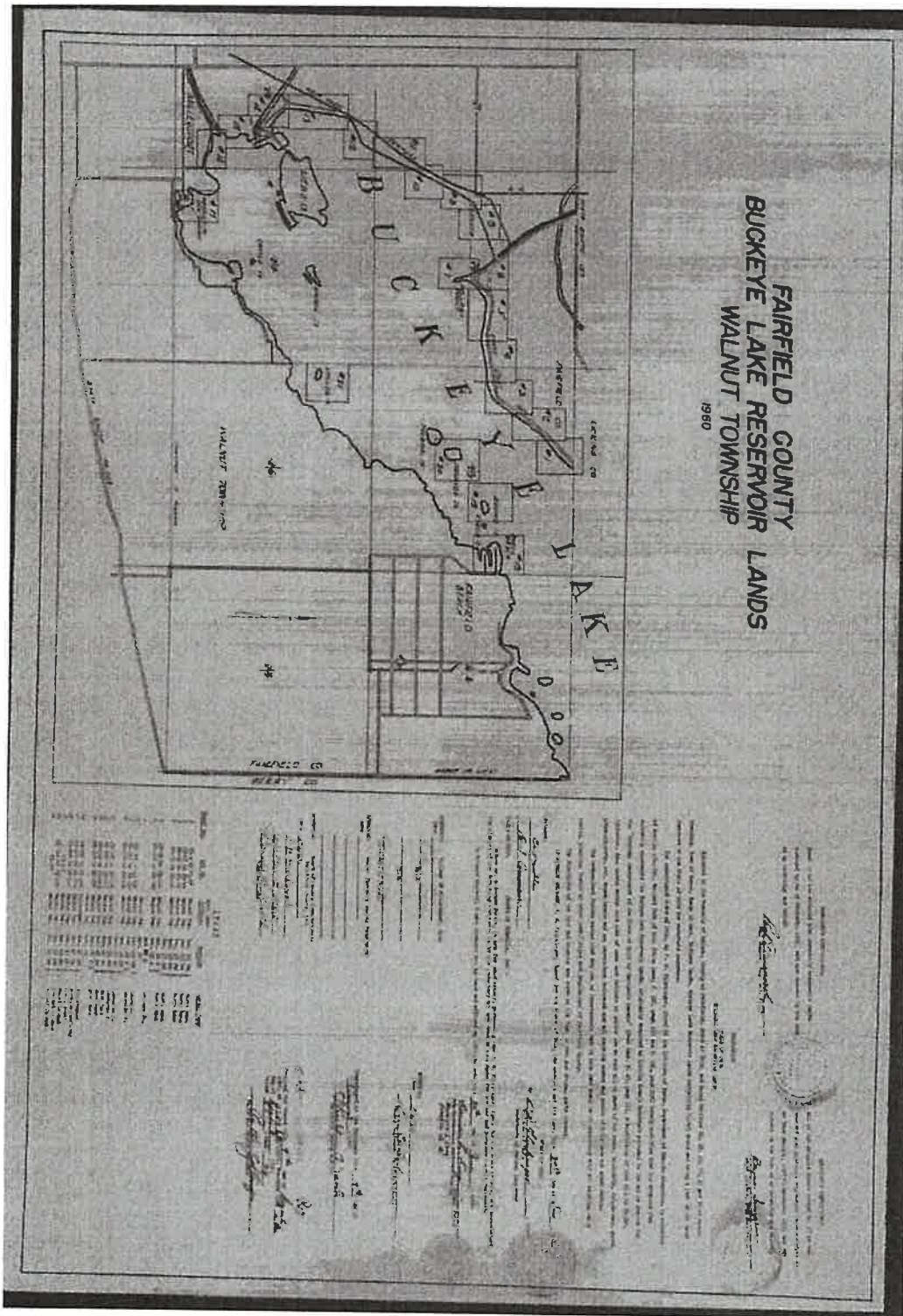
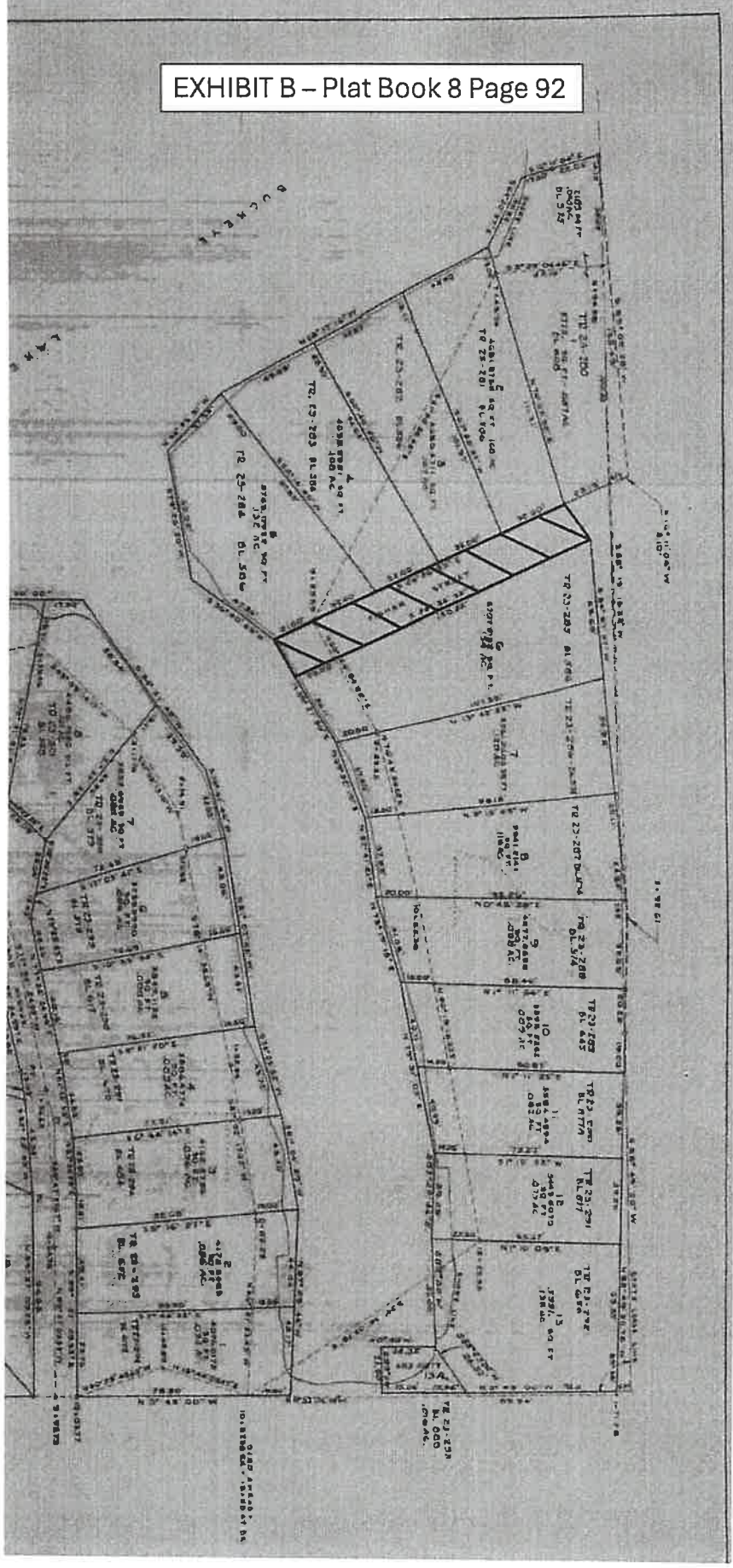
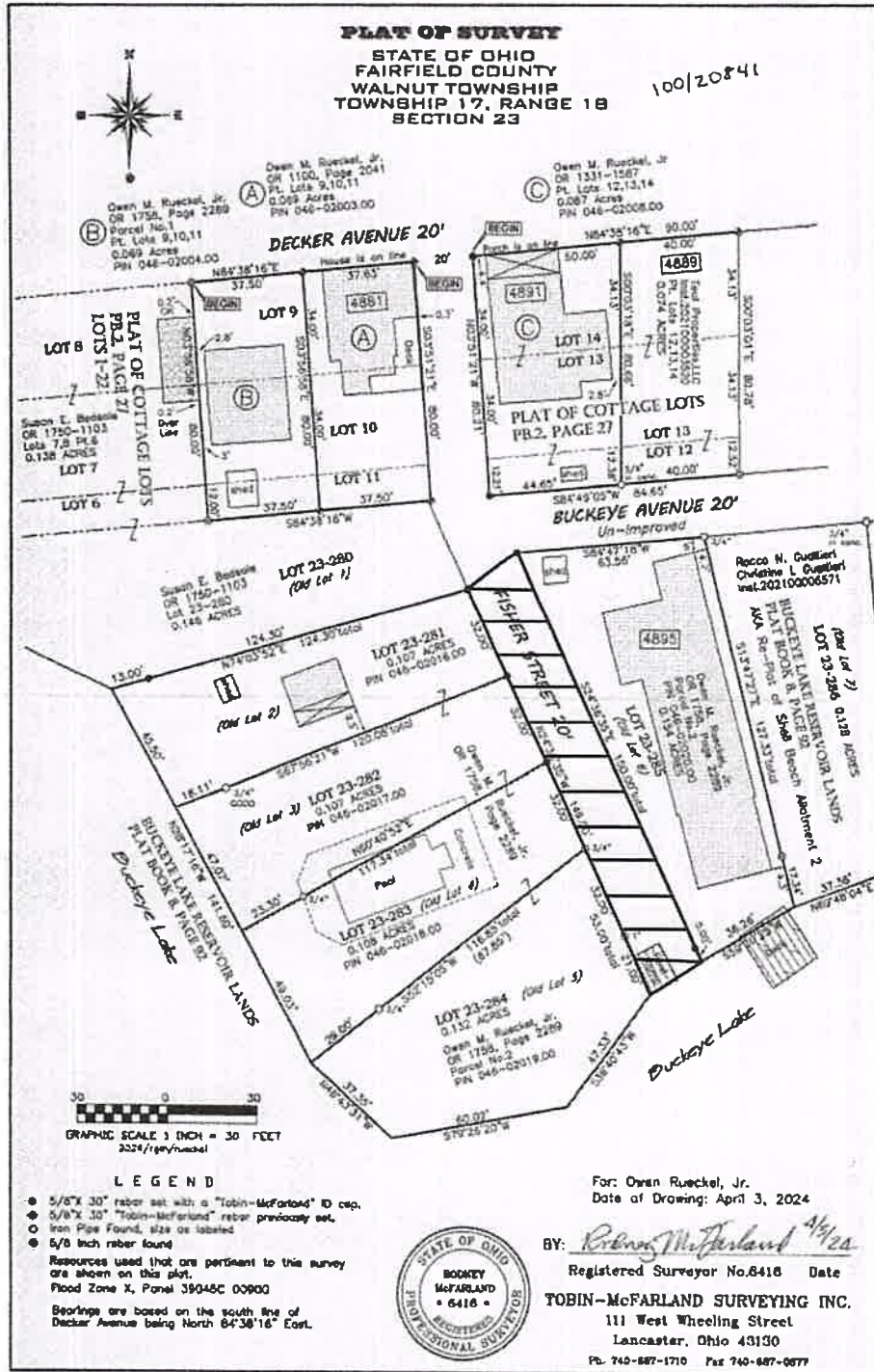


EXHIBIT B - Plat Book 8 Page 92

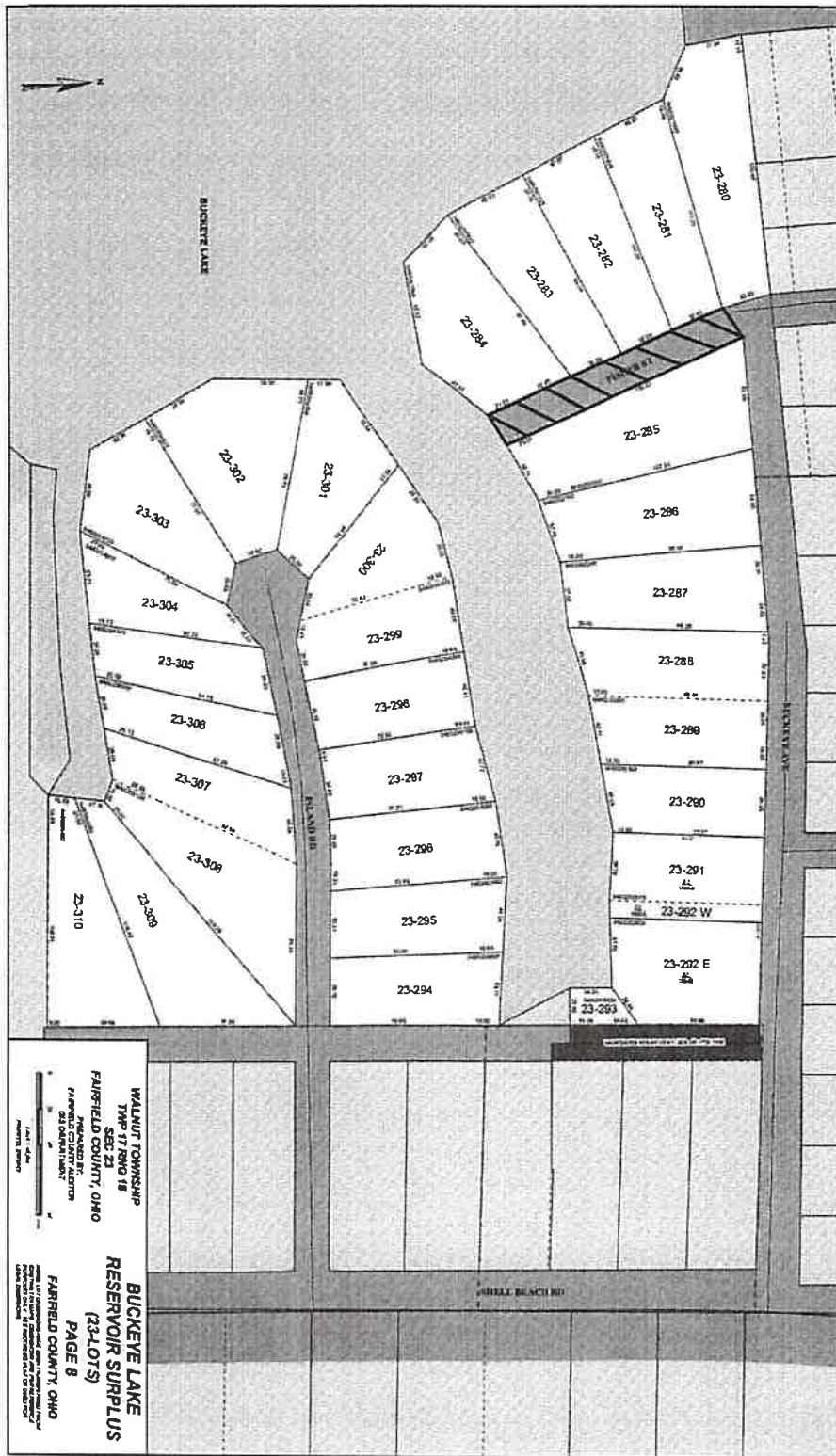


PLAT OF SURVEY

Survey - 100/20841



TAX MAP



Signature Page

Resolution No. 2024-10.01.c

A Resolution Approving a Vacation Request to Vacate a Portion of an Unimproved Public Road, Fisher Street, in Walnut Township

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, appropriations need increased for the Juvenile court appointed attorney fee line item; and

WHEREAS, to appropriate from unappropriated in the major expenditure object category of contractual services will allow an increase to the 2024 Budget.

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

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

Contractual Services	17100102	\$ 165,000
----------------------	----------	------------

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

For Auditor's Office Use Only:

\$ 165,000 17100102 533025 court appointed attorney fees

Signature Page

Resolution No. 2024-10.01.d

A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for the General Fund #1001

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a fund to fund transfer for the 4th Quarter 2024 Allocation for the Multi County Juvenile Detention Center (MCJDC).

WHEREAS, the Board of Commissioners approved the 2024 Allocation of \$394,229 for MCJDC to be disbursed in quarterly payments, and

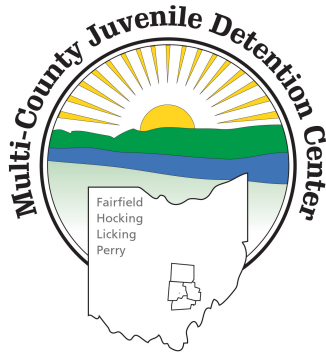
WHEREAS, it is necessary to transfer the cash to meet obligations.

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

Section 1. That the transfer of funds in the amount of \$98,557.25 hereby authorized as follows:

From: 12100149 700008 GRF transfers out
To: 73756401 439100 MCJDC transfers in

Prepared by: Staci Knisley
cc: Commissioners' Office, MCJDC



Dana Moore, Superintendent

INVOICE

TO: Fairfield County Board of Commissioners
ATTN: Stacy Knisley staci.knisley@fairfieldcountyohio.gov

FROM: Multi-County Juvenile Detention Center
Lancaster, Ohio 43130

DATE: January 8, 2024

Fairfield County share of costs, contributions to the District for operations for **2024**:

1ST QUARTER: \$98,557.25

2ND QUARTER: \$98,557.25

3RD QUARTER: \$98,557.25

4TH QUARTER: \$98,557.25

Total 2024 Contributions: **\$394,229.00**

**Please remit payment to: Multi-County Juvenile Detention Center
FUND TO FUND TRANSFER**

Thank you!

Signature Page

Resolution No. 2024-10.01.e

A Resolution Authorizing a Fund-to-Fund Transfer for the 4th Quarter 2024
Allocation for the Multi County Juvenile Detention Center

(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 to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 2024 Allocation.

WHEREAS, the Board of Commissioners approved the 2024 Allocation of \$125,000 to be transferred quarterly; and

WHEREAS, it is necessary to transfer the 4th payment of 2024 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 \$31,250 hereby authorized as follows:

From: 12100149 700109 GRF transfers out
To: 60815920 439100 MSY transfers in

Prepared by: Staci Knisley

Signature Page

Resolution No. 2024-10.01.f

A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 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 to approve a memo expense and memo receipt for reimbursing Fairfield County Utilities for mowing.

WHEREAS, Fairfield County Utilities has a contract with Green Cuts Lawn Maintenance that includes mowing for the Fairfield Center in Pickerington; and

WHEREAS, Fairfield County Utilities will pay Green Cuts Lawn Maintenance directly for the mowing service; and

WHEREAS, the Board of Commissioners is responsible for paying for mowing at the Fairfield Center; and

WHEREAS, memo transactions will reimburse Fairfield County Utilities for the services paid for the Fairfield Center.

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

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

\$ 1,750 12504429 438000 other receipts
\$ 1,750 12504623 438000 other receipts

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

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure to Fairfield County Utilities and that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant; see attached documentation from April 1 through September 16, 2024.

Memo expenditure as referenced in supporting documentation:

Vendor: # 6746 Fairfield County Utilities
Account: 12100114 530000 contractual services
Amount: \$ 3,500

cc: Fairfield County Utilities

Invoice #	Mow Week	Mow Week Date	Cost
24-002	1	4/1/2024	140
24-006	2	4/7/2024	140
24011	3	4/15/2024	140
24013	4	4/21/2024	140
24016	5	4/28/2024	140
24019	6	5/5/2024	140
24022	7	5/12/2024	140
24025	8	5/20/2024	140
24027	9	5/26/2024	140
24031	10	6/2/2024	140
24034	11	6/9/2024	140
24037	12	6/16/2024	140
24043	13	6/23/2024	140
24046	14	7/1/2024	140
24048	15	7/8/2024	140
24051	16	7/15/2024	140
24054	17	7/22/2024	140
24058	18	7/29/2024	140
24062	19	8/4/2024	140
24065	20	8/11/2024	140
24066	21	8/19/2024	140
24068	22	8/26/2024	140
24069	23	9/5/2024	140
24070	24	9/11/2024	140
24072	25	9/16/2024	140

3500

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002 =
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24-002
Date: April 6, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: April 1,2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

4/1/24 - 9/14/24

\$140 X 25 = 3500
Comm /
FA CR

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002 =
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24-006
Date: April 14, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: April 7, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Carroll WW Meter	\$ 55.00
25. Regional Lift Station	\$ 90.00
26. Fairfield Center	\$140.00
27. Added for 2024	\$130.00

TOTAL: \$ 1905.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24011
Date: April 21, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: April 15,2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
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15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver @greencuts.net
www.greencuts.net

Invoice No: 24013
Date: April 28, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: April 21 ,2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
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22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24016
Date: May 5, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: April 28 ,2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
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19. Easton LS	\$140.00
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21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24019
Date: May 12, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: May 5, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
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22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24022
Date: May 19, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: May 12, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24025
Date: May 26, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

FOR: Mowing 2024
Mow week: May 20, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24027
Date: June 2, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: May 26, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24031
Date: June 9, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: June 2, 2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$55.00
26. Regional Lift Station	\$90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24034
Date: June 16, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: June 9, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24037
Date: June 23, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: June 16, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24043
Date: June 30, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: June 23, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00
23. Lockville Administration	\$160.00

24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24046
Date: July 7, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: July 1, 2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24048
Date: July 14, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: July 8, 2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24051
Date: July 21, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: July 15, 2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24054
Date: July 28, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: July 22, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24058
Date: August 4, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: July 29, 2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

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PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver @greencuts.net
www.greencuts.net

Invoice No: 24062
Date: August 10, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: August 4, 2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24065
Date: August 18, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: August 11, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver @greencuts.net
www.greencuts.net

Invoice No: 24066
Date: August 20, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: August 19, 2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24068
Date: September 3, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: August 26,2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24069
Date: September 9, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: September 5 ,2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24070
Date: September 16, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: September 11 ,2024

Description	Amount
1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
19. Easton LS	\$140.00
20. Chevington Tower	\$ 70.00
21. Violet Meadows Tower	\$ 70.00
22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

PO Box 1002
Lancaster Ohio 43130
PH: 740- 438-1306
d.raver@greencuts.net
www.greencuts.net

Invoice No: 24072
Date: September 22, 2024

TO:
Fairfield County Utilities
Att: Josh Anders/Tony Vogel
6670 Lockville Road NW
Carroll, Ohio 43112
Josh.anders@fairfieldcountyohio.gov

Mow week: September 16 ,2024

Description

Amount

1. Greenfield WTP	\$125.00
2. Tussing WTP	\$160.00
3. Tussing Well 9	\$ 50.00
4. Little Walnut WTP	\$100.00
5. Lakeside WRF	\$ 40.00
6. Pleasant Lea WRF	\$ 35.00
7. Sycamore Creek	\$100.00
8. Greenfield LS # 8	\$ 25.00
9. Greenfield LS # 4	\$ 30.00
10. Greenfield LS # 5	\$ 35.00
11. Greenfield LS # 7	\$ 25.00
12. Greenfield LS # 3	\$ 20.00
13. Greenfield LS # 6	\$ 25.00
14. Basil Western LS	\$ 20.00
15. Mingo LS	\$ 70.00
16. Brookview LS	\$ 50.00
17. Valley LS	\$ 60.00
18. Cansada LS	\$ 15.00
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22. Pickerington Road Tower	\$ 55.00

23. Lockville Administration	\$160.00
24. Ault Road Storage Building	\$120.00
25. Carroll WW Meter	\$ 55.00
26. Regional Lift Station	\$ 90.00
27. Fairfield Center	\$140.00
28. Added for 2024-Tussing Rd	\$130.00

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

If you have any questions concerning this invoice, contact Donavon Raver at 740-438-1306 or by email at d.raver@greencuts.net

THANK YOU FOR YOUR BUSINESS

Signature Page

Resolution No. 2024-10.01.g

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

(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 of conversion of prior year 2022 encumbrance (X-mode) to current year appropriation and appropriate from unappropriated expenditure object category for Funds# 1001, 2876, 2066, 2060, 5046, 5820, 5044

WHEREAS, prior year encumbrances were closed in error by the Auditor's Finance office; and

WHEREAS, it was verified by each affected department that these encumbrances are tied to projects & therefore need reopened; and

WHEREAS, appropriate from unappropriated into a major expenditure object category is necessary for budgeting purposes to pay the remainder of the contracts.

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

Section 1. Request that the County Auditor to convert prior year 2022 appropriations to current budget year 2024 as follows, showing as a debit to fund cash:

Fund# 1001 - 001000 Balance Sheet Cash Account \$650.00
PO# 22001601

Fund# 2876 - 001000 Balance Sheet Cash Account \$2,778.58
PO# 22005143

Fund# 2066 - 001000 Balance Sheet Cash Account \$168,760.46
PO# 22001960

Fund# 2060 - 001000 Balance Sheet Cash Account \$50,000.00
PO# 22000609

Fund# 5046 - 001000 Balance Sheet Cash Account \$26,547.06
PO# 22001400 & 22008194

Fund# 5044 - 001000 Balance Sheet Cash Account \$18,580.82
PO# 22001400 & 22008194

Fund# 5820 - 001000 Balance Sheet Cash Account \$184,853.22
PO# 22001400

A resolution of conversion of prior year 2022 encumbrance (X-mode) to current year appropriation and appropriate from unappropriated expenditure object category for Funds# 1001, 2876, 2066, 2060, 5046, 5820, 5044

Section 2. Request that the Fairfield County Auditor appropriate from unappropriated funds into major expenditure categories:

\$650.00 10100100 Contractual Services

\$2,778.58 12287600 Capital Outlay

\$168,760.46 50206600 Capital Outlay

\$50,000.00 52711141 Contractual Services

\$26,547.06 12504623 Contractual Services

\$184,853.22 12808700 Capital Outlay

\$18,580.82 12504429 Contractual Services

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

Section 2.

\$650.00	10100100-530000
\$2,778.58	12287600-574000-R61c
\$168,760.46	50206600-570000
\$50,000.00	52711141-550310
\$3,948.75	12504623-530000
\$184,853.22	12808700-573600
\$1,029.00	12504429-534000
\$5,046.50	12504623-534000
\$17,551.82	12504429-534000
\$17,551.81	12504623-534000

Section 3.

Request the Fairfield County Auditor on behalf of the Budget Commission, issue an adjusted Certificate reducing the carryover encumbrance (x-mode) by the following:

<\$650.00> for Fund# 1001
<\$2,778.58> for Fund #2876
<\$168,760.46> for Fund #2066
<\$50,000.00> for Fund #2060
<\$26,547.06> for Fund #5046
<\$18,580.82> for Fund #5044
<\$184,853.22> for Fund #5820

Signature Page

Resolution No. 2024-10.01.h

A Resolution of Conversion of Prior Year 2022 Encumbrance (X-mode) to Current Year Appropriation and Appropriate from Unappropriated Expenditure Object Category for Funds #1001, 2876, 2066, 2060, 5046, 5820, and 5044

(Fairfield County Auditor- Finance)

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# 2060

WHEREAS, the Board of Commissioners pay CORSA directly the liability insurance for FCBDD; and

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

WHEREAS, FCBDD needs to reimburse the General Fund by using 2060; 52711181; 552000, Ins OT Emp.

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:

1001;00100110; 438004, Ins.Reimb., Amount to be reimbursed:\$22,642.53

This amount represents monies owed to the General Fund for FCBDD'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 and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCBDD's share of costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 52711181 552000

Amount: \$22,642.53

Prepared by: Cathy Anderson

cc: Staci Knisley

2024-10.01.i

A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure for Fund# 2060

BOARD OF DD	
General Liability (Payroll)	\$7,893.10
Error & Omissions (Public Officials Liability)	\$6,625.86
Property	\$1,132.37
Auto	\$6,991.21
TOTAL	\$22,642.53

Breakdown of Above Numbers are BELOW

GENERAL LIABILITY (PAYROLL)	
2022 Payroll	\$6,751,206.88
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.129561
	#REF!
	\$60,922.00
	x
% from above	\$0.129561
	EQUALS
	\$7,893.10

Error & Omissions (Public Officials Liability)	
2022 Payroll	\$6,751,206.88
	÷
Total of All Covered Depts	\$52,108,459.00
	EQUALS
	\$0.129561
	#REF!
	\$51,141.00
	x
% from above	\$0.129561
	EQUALS
	\$6,625.86

Property	
Bd of DD Property Value	\$1,677,636.00
	÷
Total of All Covered Depts	\$355,119,224.00
	EQUALS
	\$0.004724
	#REF!
	\$176,132.00
	x
% from above	\$0.004724
	EQUALS
	\$832.07

AUTO	
BD of DD # of Vehicles	24
	÷
Total of ALL Vehicles	373
	EQUALS
	\$0.064343
	#REF!
	\$108,655.00
	x
% from above	\$0.064343
	EQUALS
	\$6,991.21

Signature Page

Resolution No. 2024-10.01.i

A Resolution to Approve a Reimbursement for Share of Costs for Liability Insurance Paid to CORSA as a Memo Expenditure for Fund #2060

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD; Fund # 2060, FCBDD

WHEREAS, FCBDD received \$122,000 from a delinquent tax liability from Rockies Express Pipeline; and

WHEREAS, FCBDD was assessed \$21,836.80 in delinquent tax fees by the county auditor; and

WHEREAS, this revenue and accompanying fee was not anticipated and not included in the 2024 budget; and

WHEREAS, additional appropriations are needed in the major expenditure object category for Fund #2060, FCBDD; 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:

\$22,000.00; 52711141, Contractual Services

Prepared by: Cathy Anderson
cc: FCBDD

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

\$22,000.00

52711141 ; 531104; Treas Fees

Signature Page

Resolution No. 2024-10.01.j

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD, Fund #2060

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category for Fund #2891 Precinct Election Official (PEO) Training- Board of Elections

WHEREAS, additional appropriations are needed in the major expenditure object category for contractual services; and

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

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 major expense object category:

\$1,230.00	51289100 Contractual Services
\$12,637.00	51289100 Capital Outlay

Prepared by: Amy McCoy
cc: Board of Elections



Fairfield County Board of Elections
951 Liberty Dr
Lancaster, OH 43130

FAIRFIELD COUNTY
BD OF ELECTIONS

SEP 10 2024
RECEIVED MAIL

MEMORANDUM

To: Fairfield County Board of Elections
From: Leslie Piatt, Chief Financial Officer
Kevin Schrock, Deputy CFO
Date: 9/5/24
Re: **2024 November Readiness and PEO Training Grants**

The Office of the Secretary of State has made funding available to county boards of elections for costs relating to complying with directives 2024-09 and 2024-10 to ensure readiness for the November 2024 General Election as well as for the training of PEOs to staff that election. This funding is to be spent in alignment with the county's approved Readiness and PEO training grant plans. Please refer to the information in the previously provided grant agreement for dates to keep in mind in reporting expenses after the election.

You have been awarded \$13,637.00 for the PEO training grant and \$12,637.00 for the Readiness grant for a total of \$26,274.00.

As a reminder, grant funding may not be spent on food and beverages, awards, or salaries for full time county employees. It may, however, be spend on overtime for county employees, including security staff, as well as for paying salaries for temporary staff.

Please forward to your County Auditor for deposit. These funds are not federal dollars and are not required to be deposited into a separate interest-bearing account.

If you need assistance on this topic specifically, please contact kschrock@ohiosos.gov.

Leslie Piatt, CFO
Ohio Secretary of State
Finance Division
180 S Civic Center Dr.
Columbus, Ohio 43215
lpatt@ohioSOS.gov

For Auditor's Office Use Only:

Section 1.

\$1,230.00	51289100-530000 G0001	Contractual Services
\$12,637.00	51289100-570000 G0001	Capital Outlay

Signature Page

Resolution No. 2024-10.01.k

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fund #2891, Precinct Election Official Training

(Fairfield County Board of Elections)

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, Common Pleas Court Administration.

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 \$2,500 is hereby authorized as follows:

From: 13100100, Material Supplies
To: 13100100, Capital Outlay

Prepared by: Brian Wolfe
cc:

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$2,500

From: org 13100100, object 561000, General Office Supplies; \$2,500

To: org 13100100, object 574300, Furniture & Fixtures; \$2,500

Signature Page

Resolution No. 2024-10.01.I

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #1001, Common Pleas Court Administration

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing an account to account transfer for the adjustment of Personal Services and Contractual Services. [Domestic Relations Court]

WHEREAS, the 2024 budget anticipates expenditures for Personal Services and Contractual Services; and

WHEREAS, certain line item expenditures within this fund were not anticipated during the budget planning process; 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 \$25,800.00 is hereby authorized as follows:

FROM:	15100100	Fringe Benefits	\$25,800.00
TO:	15100100	Personal Services	\$10,800.00
	15100100	Contractual Services	\$15,000.00

Prepared by: Lori Lovas
cc: Domestic Relations Court

For Auditor's Office Use Only:

Section 1.

FROM:	15100100	521000 (Health Insurance)	\$25,800.00
TO:	15100100	511010 (Salary, Employees)	\$10,000.00
	15100100	514010 (Vacation Payout)	\$ 800.00
	15100100	530000 (Contractual Services)	\$15,000.00

Signature Page

Resolution No. 2024-10.01.m

A Resolution Authorizing an Account-to-Account Transfer for the Adjustment of
Personal Services and Contractual Services

(Fairfield County Domestic Relations Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to Schedule an Annual Township Trustee Meeting

WHEREAS, per ORC §5543.06, the County Engineer shall call a meeting with township and county authorities having directly to do with the construction and repair of roads and bridges within the county, and

WHEREAS, the County Engineer is requesting to hold said meeting on October 23, 2024 at 2:00 p.m. at the Fairfield County Engineer's Office; 3026 West Fair Avenue; Lancaster, Ohio.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the County Engineer to call an Annual Township Trustee Meeting at the time and place specified above.

SECTION 2: that the Clerk of this Board furnish the County Engineer with one signed copy of this Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

Signature Page

Resolution No. 2024-10.01.n

A Resolution to Schedule an Annual Township Trustee Meeting

(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 Declare the GRE-22 Campground Road Bridge Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
GRE-22	09/10/24 @ 2:00 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the GRE-22 Campground Road Bridge Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the GRE-22 Campground Road Bridge Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.o

A Resolution to Declare the GRE-22 Campground Road Bridge Replacement Project a Necessity

(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 Declare the AMA-29 Royalton Road Bridge Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
AMA-29	09/10/24 @ 2:30 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the AMA-29 Royalton Road Bridge Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the AMA-29 Royalton Road Bridge Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.p

A Resolution to Declare the AMA-29 Royalton Road Bridge Replacement Project a Necessity

(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 Declare the HOC-21 Hamburg Road Bridge Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
HOC-21	09/10/24 @ 3:05 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the HOC-21 Hamburg Road Bridge Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the HOC-21 Hamburg Road Bridge Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.q

A Resolution to Declare the HOC-21 Hamburg Road Bridge Replacement Project a Necessity

(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 Declare the Clearport Road CR24-1.677 & CR24-1.776 Culvert Replacements Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Clearport Road	09/10/24 @ 3:30 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Clearport Road CR24-1.677 & CR24-1.776 Culvert Replacements Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the Clearport Road CR24-1.677 & CR24-1.776 Culvert Replacements Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.r

A Resolution to Declare the Clearport Road CR24-1.677 & CR24-1.776 Culvert Replacements Project a Necessity

(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 Declare the Carroll-Eastern CR21-0.864 Culvert Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Carroll-Eastern	09/17/24 @ 12:30p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Carroll-Eastern CR21-0.864 Culvert Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the Carroll-Eastern CR21-0.864 Culvert Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.s

A Resolution to Declare the Carroll-Eastern CR21-0.864 Culvert Replacement Project
a Necessity

(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 Declare the Carroll-Eastern CR21-2.154 Culvert Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Carroll-Eastern	09/17/24 @ 12:50p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Carroll-Eastern CR21-2.154 Culvert Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the Carroll-Eastern CR21-2.154 Culvert Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.t

A Resolution to Declare the Carroll-Eastern CR21-2.154 Culvert Replacement Project
a Necessity

(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 Declare the Carroll-Eastern CR21-4.465 Culvert Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Carroll-Eastern	09/17/24 @ 1:30 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Carroll-Eastern CR21-4.465 Culvert Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the Carroll-Eastern CR21-4.465 Culvert Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.u

A Resolution to Declare the Carroll-Eastern CR21-4.465 Culvert Replacement Project a Necessity

(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 Declare the North Walnut Lakeside Drainage Improvement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Lakeside Drainage	09/17/24 @ 2:05 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the North Walnut Lakeside Drainage Improvement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the North Walnut Lakeside Drainage Improvement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.v

A Resolution to Declare the North Walnut Lakeside Drainage Improvement Project a Necessity

(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 Declare the GRE-04 Carroll-Eastern Road Bridge Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
GRE-04	09/17/24 @ 1:10 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the GRE-04 Carroll-Eastern Road Bridge Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the GRE-04 Carroll-Eastern Road Bridge Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.w

A Resolution to Declare the GRE-04 Carroll-Eastern Road Bridge Replacement Project a Necessity

(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 Declare the PLE-33 Old Mill Road Bridge Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
PLE-33	09/17/24 @ 2:40 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the PLE-33 Old Mill Road Bridge Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the PLE-33 Old Mill Road Bridge Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.x

A Resolution to Declare the PLE-33 Old Mill Road Bridge Replacement Project a Necessity

(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 Declare the PLE-32 Old Millersport Road Bridge Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
PLE-32	09/17/24 @ 2:56 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the PLE-32 Old Millersport Road Bridge Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the PLE-32 Old Millersport Road Bridge Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.y

A Resolution to Declare the PLE-32 Old Millersport Road Bridge Replacement Project
a Necessity

(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 Declare the Coonpath Road CR31-8.877 Culvert Replacement Project a Necessity.

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

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Coonpath Road	09/17/24 @ 3:16 p.m.	09/24/24 @ 9:15 a.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Coonpath Road CR31-8.877 Culvert Replacement Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

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

SECTION 1: that this Board of County Commissioners does resolve to declare the Coonpath Road CR31-8.877 Culvert Replacement Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-10.01.z

A Resolution to Declare the Coonpath Road CR31-8.877 Culvert Replacement Project
a Necessity

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation and comp time payout

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

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

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

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

\$3,500.00	16202404-Personal Services
------------	----------------------------

Prepared by: Julie Huggins
cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation and comp time payout

For Auditor's Office Use Only:

16202404-514010	\$2,000.00
16202404-514030	\$1,500.00

Prepared by: Julie Huggins
cc: Engineer

G/L AVAILABLE BUDGET SUMMARY

RUN: 1 WARRANT: 2420

PAY PERIOD: 09/07/2024 TO 09/20/2024

CHECK DATE: 10/04/2024

	AVAIL BUDGET	PAY AMOUNT	REMAIN BUDGET OVR
TOTAL FOR ACCOUNT 16202401 511010	524,381.48	31,552.81	492,828.67
TOTAL FOR ACCOUNT 16202403 511010	524,381.48	27,451.20	496,930.28
TOTAL FOR ACCOUNT 16202403 511020	828,284.49	56,700.13	771,584.36
TOTAL FOR ACCOUNT 16202403 513000	8,281.57	165.74	8,115.83
TOTAL FOR ACCOUNT 16202403 513045	24,046.98	79.86	23,967.12
TOTAL FOR ACCOUNT 16202404 511010	524,381.48	21,350.91	503,030.57
TOTAL FOR ACCOUNT 16202404 514010	46.61	2,008.40	-1,961.79 *
TOTAL FOR ACCOUNT 16202404 514030	4.61	1,111.50	-1,106.89 *
REPORT TOTALS	2,433,808.70	140,420.55	2,293,388.15

\$2,000.00
\$1,500.00

** END OF REPORT - Generated by Julie Huggins **

Julie Huggins

09/26/2024

A resolution will be completed for 16202404-514010 and 16202404-514030

Signature Page

Resolution No. 2024-10.01.aa

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

WHEREAS, unanticipated revenue has been collected for Fund 3445; and

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #110862 Refugee Rd CR7-1.94

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

SECTION 1: Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$750,000.00 16344506 Contractual Services.

SECTION 2: The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant,

Memo Receipt as referenced:

16344506-433100-55954

Memo Expenditure as referenced:

Vendor: Complete General

Account #: 16344506-530020-55954 **Refugee Rd CR7-1.94**

Amount: \$750,000.00 Paid: 09/30/2024

Prepared by: Julie Huggins

cc: Engineer Office

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

For Auditor's Office Use Only:

SECTION 1: 16344506-530020-55954

SECTION 3: Issue an Amended Certificate in the amount \$750,000.00 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-55954 in the amount of \$750,000.00.

Prepared by: Julie Huggins
cc: Engineer Office

REPORTS: ←

CONTRACTOR REPORTS

APPLICATIONS:

BID & ITEM DATA

ADDITIONAL LINKS:

CONSTRUCTION REFERENCE RESOURCE CENTER(CRRC)

DISTRICT CONSTRUCTION SHAREPOINT MAIN

GOFORMZ HOME TEAM SITE

AASHTOWARE PROJECT SITE

Notice to ODOT's LPA Subrecipients and External Auditors – April 15, 2024

This payments report cannot be used as the sole source of information for determining Federal funds expenditures to be reported on the LPA's annual Schedule of Expenditures of Federal Awards (SEFA). The LPA and their external auditors are directed to follow [ODOT's LPA SEFA Reporting Guidance](#). This ODOT guidance document includes procedures for the LPA to follow to ensure accurate SEFA reporting to avoid potential audit findings.

This CMS payments report was originally designed for contractors to obtain payment verification. ODOT has determined that the source data is sufficient for that purpose; however, since the payments data in this report does not distinguish Federal, state, or local funds, the report cannot be used as a standalone source for verification of SEFA data.

Additionally, this report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA. Further, this report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT.

For LPAs preparing a cash basis SEFA, the LPA can use the Warrant Date on this report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year. The LPA's copies of invoices submitted to ODOT, and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs.

Most of ODOT's subrecipients of Federal Awards are subject to compliance with [Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Accordingly, the subrecipient is responsible for maintaining accurate financial records to demonstrate compliance with the requirements documented in [§ 200.302 Financial management](#).

The subrecipient's fiscal procedures and financial records must provide for tracking the project specific expenditure of Federal funds by the subrecipient. The subrecipient's financial records must accurately report, in the proper fiscal year, the Federal funds the subrecipient has expended, including those project expenditures which have not yet been reimbursed by ODOT and the Federal funds payments issued to contractors by ODOT as requested by the LPA.

ODOT's LPA SEFA Reporting Guidance and an Excel template for tracking Federal funds expenditures is available at: <https://www.transportation.ohio.gov/programs/external-audits/audit-lpa/guidance-lpa-sefa>
Please contact OEA-LPA-AUDITS@dot.ohio.gov with any questions regarding this notice.

BY PROCEEDING TO THE REPORT ON NEXT PAGE, YOU ARE ACKNOWLEDGING THIS DISCLAIMER.

Vendor Name/Number	Project Nbr	PID Nbr	Estimate Nbr	Process Date	Warrant Date	Amount
COMPLETE GENERAL CON (0000076373)	23N272	110862	23N272-2	05/23/2024	No Warrant Detail	(388,408.97)
COMPLETE GENERAL CON (0000076373)	23N272	110862	23N272-1	05/22/2024	No Warrant Detail	(283,588.20)
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-4	09/25/2024	09/30/2024	750,000.00
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-3	08/02/2024	08/14/2024	748,002.83
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-2	05/23/2024	No Warrant Detail	388,408.97
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-1	05/22/2024	No Warrant Detail	283,588.20
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-2	05/15/2024	05/21/2024	388,408.97
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-1	04/05/2024	04/11/2024	283,588.20
FAIRFIELD COUNTY (0000056164)		110862	23-05-5112	02/16/2023	02/22/2023	807.27
LAKSHMI VINAYAKA HOLDINGS LLC (0000310353)		110862	23-05-5108	01/23/2023	01/26/2023	63,441.00
RICKETTS FAMILY FAIRFIELD HOLD (0000310354)		110862	23-05-5107	01/23/2023	01/26/2023	51,129.00
TEC ENGINEERING INC (0000069483)		110862	PID#110862-25-11895	07/01/2023	07/07/2023	7,675.20
TEC ENGINEERING INC (0000069483)		110862	PID#110862-24-11778	03/31/2023	04/06/2023	9,577.67

Signature Page

Resolution No. 2024-10.01.bb

A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts/Memo Expenses for Fund #3445, Refugee Rd CR7-1.94

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc.

WHEREAS, The Board of County Commissioners is responsible for maintaining the parking areas at each of its buildings and facilities in a good and safe condition for County employees and customers; and

WHEREAS, the existing parking areas at The Colonnade Building location are in need of improvements requiring asphalt resurfacing, striping, catch basin repairs, and concrete sidewalk and handicapped ramp replacements; and

WHEREAS, the opening of sealed bids on September 20, 2024, for the Parking Lot Improvements Project-Colonnade Building resulted in the following total bid amounts;

- Spires Paving Company, Inc \$186,710
- Byrne & Jones \$211,510
- Law General Contracting \$228,800
- Strawser Paving \$229,876.45
- Neff Paving \$240,857

WHEREAS, the Facilities Director and County Administrator have reviewed the bids received and are recommending that a Contract for the construction be awarded to Spires Paving Company, a responsive and responsible Bidder, for the total contract amount of \$186,710.00, and

WHEREAS, funds have been placed in the capital projects fund for the specific purpose of the Parking Lot Improvements Project-Colonnade Building, and a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the agreement with Spires Paving Company, for construction services, 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 attached Construction Agreement in the amount of \$186,710.00, with Spires Paving Company, and authorizes the board president to sign the documents.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to Spires Paving Company, for their record.

AGREEMENT

This Agreement is made as of the 1st day of October, 2024, between the Owner and the Contractor for the following project as listed below;

OWNER: The Fairfield County Commissioners
210 East Main Street, Room 300
Lancaster, Ohio 43130

CONTRACTOR: Spires Paving Company, Inc.
1480 Sugar Grove Road SE
Lancaster, Ohio 43130

PROJECT NAME: Parking Lot Improvements Project – Colonnade Building

ENGINEER: N/A
(if applicable)

The undersigned Contractor is to furnish all material and perform all labor necessary to complete the Work described in the Contract Documents and the attached Invitation to Bid (ITB) issued for the referenced project, and as noted below:

1. The parties agree that the contract shall consist of all the bid documents related to the Invitation to Bid issued by Fairfield County on September 5, 2024, including plans and specifications by Fairfield County dated 9/5/24, along with no Addenda; and this agreement, all of which are collectively known as the "Contract".
2. The contract term is one (1) year from the date that the Owner accepts this Contract via signature and resolution or upon completion of the Project, whichever occurs first.
3. The total amount of the contract cannot exceed One hundred Eighty Six thousand Seven hundred ten and 00/100 dollars; (**\$186,710.00**), unless otherwise limited or expanded by a written contract amendment.
4. The Contractor and the Owner agree that the following exceptions and clarifications to the scope of work, as noted in the referenced bid documents shall apply:
 - A. None
5. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio, sitting in Fairfield County, Ohio.

6. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. The Contractor shall name Fairfield County Board of Commissioners as an additional insured on the liability insurance. A copy of the policy shall be provided to the Owner prior to the commencement of work. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
7. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Fairfield County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
8. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, however, the County will, at all times, have access to the work. All work will be performed in a good and workmanlike manner. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.
9. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
10. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.
11. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Fairfield County Sheriff's Office will investigate all accidents and shall make a report.
12. The time limits stated in the Contract Documents or the Invitation to Bid (ITB) are of the essence of the Contract, and the Contract Completion date shall be: **60 Calendar Days from the Notice to Proceed** per Article 3.9.1. Failure to complete the project for Owner Occupancy by the deadline will result in liquidated damages being assessed to the Contractor at a rate of \$500 per day until Substantial Completion is achieved, as stated in Article 3.9.2. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.
13. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder

voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.

14. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.
15. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights of Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
16. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
17. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Additional charges MUST be approved by the Board of County Commissioners in writing and will be based on additional time spent to complete the Work. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
18. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will issue Final Payment within fifteen (15) days.
19. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.

20. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.

Contractor: Spires Paving Company, Inc.

Signed By:

 *DL* *LeVacy* *pres.*

Date:

10-1-2024

ACCEPTANCE

You are hereby authorized to proceed with the above work for which the undersigned agrees to pay the amount stated in said Contract and according to the terms thereof:

Owner: **Fairfield County Board of Commissioners**

Signed By:

Dave LeVacy, Board President

Date:

APPROVED AS TO FORM:

Assistant Prosecuting Attorney

Date:

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.***

FAIRFIELD COUNTY COMMISSIONERS
210 East Main Street
Lancaster, OH 43130

INVITATION TO BID

Pursuant to ORC 153.12

1. NOTICE TO BIDDERS

1.1 Purpose

The Fairfield County Commissioners are requesting sealed bids for the repair and improvement of an existing asphalt parking lot, along with associated paint striping work, located 1550 Sheridan Drive, in Lancaster, Ohio, in Fairfield County.

The Owner’s estimate of cost is \$245,000.

1.2 Estimated Key Dates

The following are the estimated key dates associated with the ITB process. Bids received after 10:00 a.m. EDT on the Bid Due Date (as defined below) will not be considered.

PUBLICATION DATE:	Thursday, September 5, 2024
INQUIRY PERIOD BEGINS:	Monday, September 9, 2024, 8:00 a.m. EDT
PRE-BID MEETING @ SITE	Thursday, September 12, 2024, 10:00 a.m. EDT
INQUIRY PERIOD ENDS:	Monday, September 16, 2024, 9:00 a.m., EDT
BID DUE DATE:	Friday, September 20, 2024, 10:00 a.m., EDT
BID OPENING DATE:	Friday, September 20, 2024, 10:00 a.m., EDT

There are references in this ITB to the Bid Due Date, which shall mean the date, and time that the Offeror’s bid response is due at the Fairfield County Commissioners office in Lancaster, Ohio. Sealed Bids received after 10:00 A.M. on the Due Date will not be evaluated. Each bid must be submitted in a sealed envelope and marked on the outside as “PARKING LOT IMPROVEMENTS”.

The Fairfield County Commissioners reserve the right to reject any or all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

1.3 Additional Estimated Dates

CONTRACT AWARD NOTIFICATION: Tuesday, September 24, 2024

PURCHASE ORDER ISSUED: Tuesday, October 1, 2024

CONTRACT NOTICE TO PROCEED DATE: Wednesday, October 2, 2024

FINAL CONTRACT COMPLETION DATE: November 30, 2024

1.4 **Location for Bid Response Opening**

The following is the site for the public opening of Offeror's bid response(s).

**Fairfield County Commissioners
Third (3rd) Floor Hearing Room
210 East Main Street
Lancaster, OH 43130**

2 **EXECUTIVE SUMMARY**

2.1 **Purpose**

This document is a request for bids to perform PARKING LOT IMPROVEMENT WORK under Section 153.12 of the Ohio Revised Code. The Work is to be performed in accordance with the plans and specifications included in this Invitation to Bid document. The Fairfield County Commissioners are soliciting competitive, sealed bids for the described work located in the downtown Lancaster, Ohio area. If a suitable offer is made in response to this Invitation to Bid (ITB), the Fairfield County Commissioners may enter into a contract to have the selected Offeror (the "Contractor") provide the described work.

Upon selecting the lowest and best bid, the Fairfield County Commissioners shall enter into a Contract with such person or entity in accordance with Revised Code Section 153.12. A contract for the described work shall be prepared by the Fairfield County Commissioners and submitted to the selected Offeror. This ITB provides details on what is required to submit a Bid for the Work, and what will be required of the Contractor in providing the described work. As used herein, the term "the Fairfield County Commissioners" shall also include any of their employees, agents, or representatives.

This ITB also gives the estimated key dates for the various events that are part of the submission process, selection process, and work commencement. While these dates are subject to change, the Fairfield County Commissioners will make efforts to adhere to the dates contained herein. Once a contract is awarded, the described work must be completed by the completion date agreed upon by the Fairfield County Commissioners and the Contractor.

2.2 **Objectives**

The purpose of this Invitation to Bid (ITB) is to solicit bids that fulfill the requirements, performance expectations, and deliverables as outlined in the Scope of Work and General Conditions Specifications (see Section 4). It shall be the successful Bidder's obligation to ensure that their personnel providing any work or services in accordance with this ITB are qualified to perform such work or services.

2.3 **Calendar of Events**

Significant dates in connection with this ITB are shown above and are subject to change. The Fairfield County Commissioners may change any one or more of the key dates at any time, however significant schedule changes before the Inquiry Period Begins are not expected. If schedule changes occur after the Inquiry Period Begins, all participants will be notified via email. Any such email announcements shall be considered as an addendum(s) to this ITB. It will be the responsibility of

the prospective Offerors to notify the County that they intend to bid upon downloading bid documents, and to check his/her email on a regular basis for posted addendums, changes and other ITB information.

NOTE: A Pre-Bid Conference will be held at The Colonnade Building (Health Dept Door), 1550 Sheridan Drive, Lancaster, Ohio on Thursday, September 12, 2024 at 10:00 AM, which all prospective bidders are encouraged to attend.

3 INSTRUCTIONS TO BIDDERS

3.1 Purpose

The following sections provide details on how to respond to this Invitation to Bid (ITB). All responses must be complete and in the prescribed format subject to the right of the Fairfield County Commissioners to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB as set forth above.

3.2 Contacts

The following individual will be the representative of the Fairfield County Commissioners who may be contacted in connection with this Invitation to Bid (ITB).

Dennis R. Keller
Deputy Director of Facilities Operations
614-832-5250
dennis.keller@fairfieldcountyohio.gov

Bidders may obtain complete sets of the Invitation to Bid document posted on the Fairfield County website at: www.co.fairfield.oh.us , available for downloading by the bidder. Prospective bidders must notify Dennis R. Keller, Deputy Director of Facilities, of their intention to bid when downloading documents electronically, and provide their contact information to Dennis R. Keller. A complete set of the Invitation to Bid (ITB) documents will also be available at the office of the Fairfield County Board of Commissioners, 210 East Main Street, Third Floor, 210 East Main Street, Lancaster, Ohio 43130, ONLY IF the bidder is not able to download or print the documents.

3.3 Inquiries

Bidders may make inquiries regarding this ITB any time prior to the conclusion of the Inquiry Period set forth above in the Estimated Key Dates. Bidders must use email to make their inquiries. All inquiries must be addressed to and sent to Dennis R. Keller : dennis.keller@fairfieldcountyohio.gov The submission of oral, telephonic, facsimile or telegraphic inquiries **will not** be accepted.

3.4 Preparation of Bid

3.4.1 Submit a bid amount on the original Bid Form furnished by the Fairfield County Commissioners, in this document.

3.4.2 Sign Bid Form with name printed below signature.

- 3.4.3** All bids submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the party responding to the ITB.
- 3.4.4** Oral, telephonic, facsimile or telegraphic bids in response to this ITB will not be accepted.
- 3.4.5** Provide all the required attachments to the Bid Form as follows:
- A) Non-Collusion Affidavit
 - B) EEO Certification
 - C) Affidavit of Property Tax Liability
 - D) Drug-Free Work Place
 - E) Contractor References and Contact Information: The bidder shall provide references to the Owner for three (3) similar projects successfully completed including contact information.
- 3.4.6** Submit sealed bids in an opaque envelope plainly marked on the outside with the project title "BID FOR PARKING LOT IMPROVEMENTS", bid date and time, and name of the Offeror.
- 3.4.7** If the bid is mailed, the sealed bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the bid envelope.
- 3.4.8** Mailing and delivery address is:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS
Third Floor
210 East Main Street
Lancaster, Ohio 43130
- 3.4.9** Bidders shall be solely responsible for the timely delivery of their bid in response to this ITB in the manner and time prescribed. No bid shall be considered if it arrives after the time scheduled, as determined by the Fairfield County Commissioners.
- 3.4.10** Bids in response to this ITB that are unsigned, improperly prepared, contain arithmetical errors, alterations or irregularities of any kind, may, at the Fairfield County Commissioners discretion be declared unacceptable.
- 3.4.11** Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond, Ohio Revised Code Section 153.54(C), duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of at least 10% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract; or if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
- 3.4.12** Performance Bond: The Contractor shall furnish a Payment and Performance Bond or Bonds in the amount of one hundred percent (100%) of the Contract price covering the faithful performance of the Contract and the payment of all obligations arising thereunder, with security satisfactory to the Owner. The Payment and Performance Bond shall also serve as a guarantee against defective material and workmanship in the said work covered

by said Contract, provided however, that no suit, action or proceeding by reason of any defect whatever shall be brought upon this bond after two (2) years following the date of final acceptance of the work by Fairfield County, Ohio.

3.5 Contractor Pre-Qualification Verification Requirements

3.5.1 Qualified contractors will be required to submit the following documents before entering into a contract with the Fairfield County Commissioners:

- 1) A completed W-9 Tax Form (if not on file)
- 2) A copy of your Workers Compensation Certificate
- 3) Any required licenses and identification numbers
- 4) Liability Insurance Certificates as follows:

Commercial General Liability: Minimum \$1,000,000 per occurrence
Minimum \$1,000,000 aggregate

Auto Liability: Minimum \$1,000,000 per occurrence
Minimum \$1,000,000 aggregate

Umbrella/Excessive Liability: Minimum \$3,000,000 per occurrence

3.6 Laws and Regulations

3.6.1 The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to this contract.

3.7 Occupational Safety and Health Administration

3.7.1 Special attention by the bidders is also directed to the requirements of OSHA. The successful contractor will be required to observe all provisions of the Act, which are by reference included in the specified provisions of these specifications as if actually reproduced herein, and will be responsible for their full enforcement.

3.8 Award of Contract

3.8.1 The contract, if let, will be awarded to the lowest and best bid. In determining the awardee the following elements may be considered: whether the bidder maintains a permanent place of business; has adequate personnel and equipment to do the work safely, properly, and expeditiously; has suitable financial base to meet the obligations incidental to the work; has appropriate experience; has completed all items on the Bid Form; and has inserted no qualifying phrases or unbalanced items on the bid.

3.8.2 The Fairfield County Commissioners reserve the right to reject any and all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

3.8.3 The bidder must be skilled in the use and interpretation of plans and specifications for this project, and has found them free of ambiguities and sufficient for bidding purposes. Further, he/she has carefully examined the site of the work and from his/her own observations, is satisfied as to the nature and location of the work, the character, and the

quality of the materials and the difficulties likely to be encountered, and other items, which may affect the performance of the work. He/she has based the bid solely on these documents, including any addenda and observations, and has not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the bidder agrees to hold the Fairfield County Commissioners harmless for his/her negligence, error, or omissions.

- 3.8.4** The Fairfield County Commissioners may consider any bids not prepared and submitted in accordance with the provisions hereof and may waive any formalities or irregularities in the bids submitted.

3.9 Time of Completion and Liquidated Damages

- 3.9.1** The final contract completion date shall be **60 calendar days** from the date of Notice to Proceed, to substantial completion of the parking lot work, final close-out documents and a final payment request is submitted.
- 3.9.2** Liquidated damages will be assessed at a rate of \$500 per day to the contractor for late completion and occupancy of the new parking area by the Owner, unless an approved contract extension is granted.

3.10 Payment Applications and Changes to the Work

- 3.10.1** Full payment shall be made upon satisfactory completion of the work, and all contract close-out requirements are met. If partial payment applications are requested, they shall be submitted on a monthly basis and shall be at a “percentage of work completed basis” for the various categories of work.
- 3.10.2** Payment requests must be submitted on the approved Schedule of Values, using the AIA G702 Application and Certificate for Payment form. The Schedule of Values must be approved prior to the first payment request.
- 3.10.3** Retainage: An amount of eight percent (8%) of labor costs is to be withheld on monthly payments, and will be retained by the Owner until completion of the Contract as a guarantee that the Contractor will faithfully perform and completely fulfill the obligations and conditions imposed by this Contract, and will pay any damages caused the Owner by reason of any failure on his part to fulfill any or all of said obligations or conditions.
- 3.10.4** All changes to the Work involving a change in contract amount must be approved in advance by the Owner. The contractor will be required to submit a detailed labor and materials pricing breakdown for the change in contract scope for approval by the Owner and Architect. Change Orders will be authorized on a form designated by the Owner.

3.11 Contract Termination

- 3.11.1** Upon written notice to the contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

3.12 Prevailing Wage

- 3.12.1** State Prevailing Wages shall be paid by the Contractor, and the Contractor shall comply with all administrative regulations required by the State of Ohio, Department of Commerce, Wage and Hour Administration.
- 3.12.2** Refer to the attached Prevailing Wage Rates applicable to this project, and to all other associated documents for prevailing wage compliance.

4 GENERAL CONDITIONS AND SCOPE OF WORK

- 4.1 Scope of Work:** The purpose of this Invitation to Bid (ITB) is to obtain bids for complete repair and improvement of asphalt parking areas, removal of curbed islands, repair of existing catch basins, and installation of new full-depth asphalt for repair areas, along with the associated paint striping work. The project is located at The Colonnade Building (Fairfield Department of Health), 1550 Sheridan Drive Drive, in Lancaster, Ohio.
- 4.2** The Contractor shall provide a complete project as specified for the parking area, including all final construction and occupancy inspection approvals, ready for use by the County. The asphalt repair, resurfacing, and paint striping work for the parking areas includes all associated work indicated on the enclosed Construction Drawings, as the basis of design, along with the enclosed Project Specifications.
- 4.3** The Contractor shall include all costs in the bid to furnish all labor, materials, and equipment necessary to complete the project.
- 4.4** The Owner shall obtain and pay for any plan approval as required by the local Building Department. Contractor shall obtain and pay for all other required permits, and provide any required notices as necessary to perform the work.
- 4.5** If necessary, the Contractor is responsible to provide a field office and storage trailer on-site as necessary for the work, with temporary power, portable sanitation facilities, and all necessary temporary utilities.
- 4.6** The Contractor shall provide temporary construction fencing, if indicated on the contract drawings.
- 4.7** The Contractor will be encouraged to host a bi-weekly construction progress meeting at the jobsite field office, to be held on alternating Thursdays. The time will be agreed upon with the Owner.
- 4.8** Demolition and removal of all existing debris and spoils from the site is the responsibility of the contractor, and must be performed in a timely manner. The project site must be maintained in a clean and organized manner.
- 4.9** Provide all necessary traffic signage and lane closure barriers for public streets, alleys, and sidewalks as required per the City of Lancaster Engineer's Office requirements. Submit a Maintenance of Traffic plan, if required, to the proper authority.
- 4.10** The contractor is required to maintain all public streets that are being used for trucking access to and from the site, in a clean condition.

- 4.11 Provide dust control during construction activities to meet County, City, and EPA requirements.
- 4.12 The Contractor must provide submittals of product literature and installation drawings for all items to be incorporated into the final Work, to the Engineer/Owner for review and approval prior to installation.

5. ADDITIONAL REQUIREMENTS

In addition to any other requirements herein, the Contractor shall comply with the requirements listed below:

- a. General requirements
- b. Coordination
- c. Security
- d. Fire safety
- e. Hazardous materials
- f. Cleaning
- g. Storage space use

5.1 General Requirements

- 5.1.1 The Contractor shall comply with all applicable ordinances, laws, and regulations. The Contractor shall obtain and pay for any and all required permits and inspections as needed.
- 5.1.2 The Contractor will remove from the site, as required, any existing materials resulting from excavation or demolition at the building site.
- 5.1.3 The Contractor shall provide a Liability Insurance Certificate, and Workers Compensation Certificate to the County prior to the start of work.

5.2 Schedule and Coordination

- 5.2.1 The Contractor shall coordinate all construction activities with the authorized representative of the Fairfield County Commissioners and with the Architect/Engineer, and provide a written schedule of the work. The Project Schedule must be submitted and approved prior to the first payment application.
- 5.2.2 The parking lot serves the Fairfield Department of Health and other adjacent businesses, and advance notice must be provided to them prior to closures.

5.3 Security

- 5.3.1 The Contractor shall maintain security of the project site and its contents at all times during the term of the contract and any extensions thereto.

5.4 Fire Safety

- 5.4.1 The Contractor shall comply with all local fire safety requirements.

5.4.2 The Contractor shall provide adequate fire extinguishing equipment at all interior work areas requiring welding, soldering, or cutting with flame torches.

5.4.3 The Contractor shall take every precaution to prevent fires.

5.5 **Hazardous Materials**

5.5.1 The Contractor is cautioned to check the premises where the new Work is to be located for the existence of hazardous materials during the progress of the work.

5.5.2 In the event materials are encountered during the work which may present a health hazard to workers, occupants, or the public, the Contractor shall take the following actions:

- a. Take immediate action to limit the exposure or hazardous condition.
- b. Cease work in the area until suspected hazardous material can be identified.
- c. Notify the Fairfield County representative of the condition. Such notification shall be made by the most expedient means with subsequent written confirmation.

5.5.3 Testing, identification, removal, or other processes to render hazardous materials safe within legal limits is to be provided by the Contractor, upon approval by the Owner.

5.6 **Final Clean-Up**

5.6.1 The Contractor shall perform periodic cleaning during the term of this agreement and maintain all surrounding areas in clean condition.

5.6.2 Upon final completion of the work, the Contractor shall perform sweeping of the roadway and surrounding parking areas to remove all dirt, mud, or debris.

CONTRACT FORM A

Fairfield County Commissioners

PARKING LOT IMPROVEMENTS PROJECT – COLONNADE BUILDING

BID FORM

Bids Must be submitted on this form only. (Type or Print Clearly)
Prevailing Wage rates apply.

ITEM 1 - BASE BID WORK:

1A. Lump Sum Bid Amount (L & M) \$ _____
Sub-Contractor Name: _____

ITEM 2 - BID ALLOWANCE :

2A Cost of 50 SY of additional Full-Depth Pavement Repair (L & M) \$ _____
To be used as directed by Owner

ITEM 3 - TOTAL BID AMOUNT: (Sum of all lines above) \$ _____

Acknowledgement of Addenda Received: (List all Addendum numbers and date)

Addendum # _____ Date: _____
Addendum # _____ Date: _____

Having carefully read and examined the entire set of Construction Documents, including without limitation the Drawings, Specifications and all Addenda (listed above) prepared by the Architect for the above referenced Project; **and** with a clear understanding of the delineation between Base Bid and Alternate Bid work; **and** having visited and examined the site, premises, and the conditions affecting the work, the undersigned Bidder proposes to perform all Work, furnish all labor, materials and equipment for this Project in strict compliance with the Construction Documents for the sums indicated above.

Note: The breakdown of this combined bid as indicated above is requested for the purpose of assisting the Owner in evaluating the bids received. **In order for your bid to be accepted, all blanks must be filled.**

Signed By Bidder: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Address: _____

Phone: _____

CONTRACT FORM B

NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS:
Fairfield County)

I _____ being first duly sworn, deposes and says that
he/she is _____ (Sole Owner, a Partner, President, Secretary, etc.)
of _____

the party making the proposal; that such proposal is not made in the interest of or on behalf of
any disclosed person, partnership, company, association, organization, or corporation, that such
proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid, and has not directly or
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a
sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner,
directly or indirectly sought by agreement, communication or conference with anyone to fix the
bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of
such bid price, or of that of any other bidder or to secure any advantage against Fairfield County;
that all statements contained in such proposal are true; and further, that said bidder has not,
directly or indirectly, submitted his bid price or any breakdown thereof, of the contents thereof,
or divulged information or data relative thereto, or paid and will not pay any fee in connection
therewith, to any corporation, partnership, company, association, public official or employee,
organization, or to any other individual except to such person or persons as have a partnership
or other financial interest with said bidder in this general business.

Signed: _____ Title: _____

SWORN to and SUBSCRIBED before me this ____ day of _____, 20____
in _____ County, State of Ohio.

My Commission expires: _____

NOTARY PUBLIC

CONTRACT DOCUMENT C

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please Print)

(Firm or Company Name)

CONTRACT FORM D

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR
NON~DELINQUENCY OF PERSONAL PROPERTY TAXES
PER O.R.C. SECTION 5719.042**

STATE OF OHIO)
) SS
COUNTY OF FAIRFIELD)

TO: Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for;

hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Contractor (Signature)

Sworn to before me and subscribed in my presence this ____ day of _____, 201__.

Notary Public
Commission Expires: _____

Seal

CONTRACT FORM E

DRUG FREE WORKPLACE

This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

Date

Authorized Signature of Contractor

Company Name

Print Name

PROJECT SPECIFICATIONS

2024 PARKING LOT IMPROVEMENT PROJECT

1. PURPOSE

The purpose of this solicitation is to select a Contractor to make parking lot repairs including, crack seal, asphalt resurfacing, full-depth concrete paving, paint striping, removal and re-installation of existing parking blocks, and installation of all required ADA signage and striping of the parking lots as listed in the plans. **Note:** The Contractor shall be responsible for blocking/barricading the parking lot prior to, during, and after all work. Blocking/barricading shall remain in place until all areas are fully cured and able to receive vehicular traffic. Work shall be scheduled to ensure that the parking lot is reopened and ready for use prior to the next regular business day. The Contractor shall coordinate with the Fairfield County Facilities Department so that they can communicate with the various County staff that will be affected by the work.

The Contractor shall provide all required labor, material, maintenance of traffic (MOT), local and state inspections to provide a 100% completed project

2. SUBMITTALS TO BE PROVIDED PRIOR TO CONSTRUCTION

The Contractor will be contacted prior to bid award and shall submit electronically the manufacturer's specification sheets and suggested installation procedures for the products that the Contractor intends to use. Products to include, but are not limited to, crack seal, blotting material, herbicide, asphalt and asphalt emulsion seal coat. The Contractor shall also submit a copy of their warranty documenting at minimum the items and details listed in Section 20.

3. REFERENCES

All reference standards and specifications shall be the current issue or latest revision on the notice to proceed issue date.

- ASTM D5329: Standard Test Method for Sealants and Fillers, Hot Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.
- ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- ASTM D113-99: Standard Test Method for Ductility of Bituminous Materials.
- ASTM D2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts).
- ASTM D4: Standard Test Method for Bitumen Content.
- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- All pavements marking work shall be performed in accordance with the requirements of the latest edition of the Ohio Department of Transportation standards including but not limited to Construction Material Specifications 2013, and the latest edition of the "Manual of Uniform Traffic Control Devices."

4. DESCRIPTION OF WORK

VEGETATION REMOVAL

Vegetation growing through the surface of driveways or parking lots that are being prepared for crack sealing &/or resurfacing shall be removed and sterilized by the use of a propane torch unit eliminating all vegetation, dirt, moisture and seeds. At the option of the vendor, a herbicide may be applied prior to the surface treatment application. This shall be applied far enough ahead of the surface treatment application to sufficiently give the vegetation enough time to properly brown so that when completing the final sweeping before surface treatment no vegetation is left. The method of removal is subject to the approval of the County Facilities Manager.

If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications. The vegetation shall be totally browned before the crack seal and the seal coating is installed. A log of all herbicides shall be kept and a copy shall be supplied to the County Facilities Manager. This log shall contain the following information:

- a. The type of herbicide
- b. The manufacture of the product
- c. The mixture rate used
- d. The application rate used
- e. The application location
- f. The application date and time
- g. The weather conditions at the time of the application

POTHOLE REPAIR

All potholes or fractured areas shall be repaired before asphalt resurfacing or the crack seal is applied. The Contractor shall saw cut the existing asphalt a minimum of 6" past the broken down area and associated cracking in all directions. All saw cuts shall be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected and replaced by the Contractor at no additional cost to the County.

The vendor shall remove the asphalt and any loose base material. The area shall be filled with a minimum of 3 inches of ODOT 304 Aggregate Base and 3 inches of ODOT 448 Asphalt Concrete Type I hot mix asphalt. Once the asphalt has been properly compacted, the final result of the installation shall provide even transitions to the existing area and have joints that are not excessive and a good quality ride is provided. No more than one-quarter (1/4) inch difference in height shall be allowed for the transition between the patch area and the adjacent area.

CRACK SEALING (On all lots that are receiving sealcoating only)

1. Materials

- a. The Contractor shall use Crafcro Inc. or equivalent crack sealer, or approved equivalent. Crack sealer shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water.
- b. Crafcro Detack, or approved equivalent, blotting material shall be used as, cement dust, or equivalent equal.

2. Equipment

- a. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.
- b. The compressor shall have a capacity of 75 C.F.M., or more, to ensure an adequate supply of air to effectively clean the cracks and joints. Any pneumatic tool lubricator must be bypassed and a water separator/filter must be installed at the hose inlet connection to keep water and oil out of the lines.
- c. A hot compressed air lance can be used to clean, dry, and pre-heat cracks and joints prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

3. Work Methods

- a. All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using these crack sealing specifications and/or the manufacturer's specifications.
- b. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks or joints. The cracks and joints shall be completely dry before the seal treatment can resume. The vendor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of the County's Project Manager. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.
- c. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris removed from the cracks and joints shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day they are prepared shall be blown out with high-pressure air before the sealing operation continues. The vendor shall limit the amount of dust created from this operation.
- d. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to insure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. The County Facilities Manager shall have the right to reject the product if it is determined that this has occurred.
- e. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1)

inch from the crack or joint edges.

- f. A blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the vendor using approved methods.
- g. The vendor shall be responsible for any claims of crack seal tracking. If there is a claim, the vendor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

4. Curing

- a. Crack sealing shall have a minimum of 30 days or Manufacturer's recommended curing time before asphalt emulsion seal coat is applied.

5. Deficiencies and Repairs

- a. Where the sealant settles in the crack or joint lower than one-eighth (1/8) inch below the adjacent asphaltic concrete surface, the surface of the sealant shall be cleaned and more sealant shall be installed to meet the specifications. The Contractor shall be responsible to remove any excess material that is greater than one-sixteenth (1/16) inch above the adjacent asphaltic concrete.
- b. The sealant shall be removed at the County Facilities Manager's discretion, and resealed if any of the following occur:
 - 1. The sealant contains imbedded foreign material other than dusting material.
 - 2. The sealant contains entrapped air bubbles.
 - 3. The sealant has de-bonded or pulled away from the crack or joint.
 - 4. The sealant has been excessively heated.

ASPHALT EMULSION SEAL COATING

- a. Prior to application of coatings protect adjacent curbs, walks, fences, buildings and other items in the work area.
- b. Prior to seal coating asphalt repairs and crack sealing shall have sufficient curing time as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from all loose material, dirt, and debris using brooms, air blowers and/or power sweepers. Surface must be dry before coatings are installed.
- c. Vegetation removal, crack sealing, and asphalt repair repairs shall be completed as described above.
- d. Scrub and clean grease, oil, and gasoline spots with soap and water and prime according to seal coat manufacturer's specifications.
- e. Apply two coats of Neyra Industries or approved equivalent asphalt emulsion seal coat according to manufacturer's specifications with a minimum application rate of 0.18-0.2 gall /SY.
- f. Application of the asphalt emulsion seal coat shall be done by using rubber faced

squeegees, brooms, distributor bar /wand, or combinations of these or other techniques as approved by the County Facilities Manager.

- g. Care shall be exercised to leave no unsightly appearance from handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required
- h. Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

ASPHALT RESURFACING

For those areas designated to receive asphalt resurfacing, the contractor shall place a minimum of 2 inches as indicated on the plans of ODOT 448 Type I asphalt. The asphalt may be performed with a ½ inch leveling course and then a 1 ½ inch final course. Where the resurfacing meets existing asphalts or sidewalks the existing asphalt shall be milled to allow for a smooth transition between the existing surface and the newly placed asphalt. Contractor to apply 0.15 gal / SY of ODOT Item 407 Tack Coat prior to paving.

FULL-DEPTH ASPHALT PAVEMENT

In areas designated to receive full-depth asphalt paving, the existing asphalt, concrete pavement, or grass areas shall be removed and replaced as follows:

- A. Regrade and compact subgrade
- B. Provide 8” minimum compacted granular base, ODOT Item 304
- C. Provide 3” minimum asphalt base course, ODOT Item 301
- D. Provide Tack Coat, ODOT Item 407
- E. Provide 2” surface course, Type 1 asphalt, ODOT Item 448

STRIPING

1. Paint Striping:

Paint striping shall be installed to match existing except that accessible parking spaces shall be installed to meet most current ADA requirements. Van accessible spot(s) shall be installed per ADA requirements. All work shall be performed in accordance with the requirements of latest edition, at the time the work request is issued to the Contractor, of the Ohio Department of Transportation Construction and Material Specifications 2013 Item 642 Traffic Paint.

2. Curb Block Painting

Painted curb blocks shall be re-painted to match existing and in accessible spaces shall be painted blue. Painted existing curbs shall be painted to match existing. If not currently painted then do not paint.

CONCRETE CURB BLOCKS

Contractor to remove and reset all existing curb blocks after work is completed.

SIGNAGE

Re-Install all current ADA parking space signage to include all required van accessible parking space(s). All current ADA requirements shall be met.

5. LABOR, FUEL, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, fuel, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County Facilities Manager.

6. BUSINESS HOURS OF OPERATION

All work is to be performed after regular County working hours unless coordination with the County allows for the work to be completed during working hours.

7. WARRANTY

All work performed under this contract shall be warranted for a minimum period of ONE (1) years for the materials and labor from the completion of the project and acceptance by the County.

The Contractor shall provide a written warranty that includes, but is not limited to, statements that warrant against the following:

1. the sealer losing its protection value or fading
2. the coating flaking, chipping, or suffering a loss of adhesion
3. abnormal wear

In the event that any of the listed deficiencies occur within the warranty period the Contractor will recoat with the specified material the affected area at no cost to the County.

It is the Contractor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The Contractor shall provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified herein. The Contractor shall complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified herein. The Contractor shall repair said areas within thirty (30) calendar days from notification by the County.

In the event of any failure of the repaired area, in accordance with the performance criteria herein, the County and the Contractor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the Contractor shall

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2024ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$34.74		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
Apprentice	Percent											
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.84	\$56.00
2nd Year	80.00	\$27.79	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$0.00	\$53.52	\$70.02

Special Calculation Note : Other \$0.07 is for International Training Fund

4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA*, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON*, GALLIA, GEAUGA*, GREENE, GUERNSEY, HAMILTON, HANCOCK*, HARDIN, HARRISON, HENRY*, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE*, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS*, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM*, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD*, WYANDOT

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

Details :

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Change # : LCN02-2024ibLoc132Columbus

Craft : Cement Effective Date : 06/12/2024 Last Posted : 06/12/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$33.27		\$8.25	\$4.65	\$0.70	\$0.00	\$2.50	\$0.06	\$0.00	\$0.00	\$49.43	\$66.06
Apprentice	Percent											
1st Year	70.00	\$23.29	\$8.25	\$4.65	\$0.70	\$0.00	\$2.50	\$0.06	\$0.00	\$0.00	\$39.45	\$51.09
2nd Year	80.00	\$26.62	\$8.25	\$4.65	\$0.70	\$0.00	\$2.50	\$0.06	\$0.00	\$0.00	\$42.78	\$56.08
3rd Year	90.00	\$29.94	\$8.25	\$4.65	\$0.70	\$0.00	\$2.50	\$0.06	\$0.00	\$0.00	\$46.10	\$61.07

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time. *Other is International Training.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

Special Jurisdictional Note :

Details :

Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates:

\$0.50 above the regular rate for heights up to fifty (50) feet above grade level

\$1.00 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 423

Change # : LCN01-2024ibLoc423

Craft : Laborer Effective Date : 06/12/2024 Last Posted : 06/12/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$31.48		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.53	\$61.27
Group 2	\$31.79		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.84	\$61.74
Group 3	\$32.10		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.15	\$62.20
Group 4	\$32.41		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.46	\$62.66
Apprentice	Percent											
0-1000 hrs	70.00	\$22.04	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$36.09	\$47.10
1001-2000 hrs	80.00	\$25.18	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$39.23	\$51.83
2001-3000 hrs	90.00	\$28.33	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$42.38	\$56.55
3001-4000 hrs	95.00	\$29.91	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$43.96	\$58.91
More than 4000 hrs	100.00	\$31.48	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.53	\$61.27

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, LICKING, MADISON, PICKAWAY, UNION

Special Jurisdictional Note :

Details :

Group 1:

General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyer Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant.

Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages.

Group 2:

Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lugging, Bush Hammering, Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Guniting Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers.

Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate,

A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment.

Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate,

A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased.

Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips, falls, caught between, etc

Hazardous Pay of \$0.25 per hour shall be paid in addition to classifications shown above

Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper)

Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2024ibLoc18zone3

Craft : Operating Engineer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Group A	\$44.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.74	\$82.81
Operator Group B	\$44.02		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.62	\$82.63
Operator Group C	\$42.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.58	\$81.07
Operator Group D	\$41.80		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.40	\$79.30
Operator Group E	\$36.34		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$52.94	\$71.11
Master Mechanic	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 150'-180'	\$44.64		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.24	\$83.56
Cranes & Mobile Concrete Pumps 180'-249'	\$45.14		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.74	\$84.31
Cranes & Mobile Concrete Pumps 249' and over	\$45.39		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.99	\$84.69
Apprentice	Percent											
1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57
Field Mechanic Trainee												

1st Year	50.00	\$22.07	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$38.67	\$49.71
2nd Year	60.00	\$26.48	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.08	\$56.33
3rd Year	70.00	\$30.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$47.50	\$62.95
4th Year	80.00	\$35.31	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.91	\$69.57

Special Calculation Note : Other: Education & Safety
Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats,;

Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet

Cranes 180' – 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250-feet or over

Prevailing Wage Rate Skilled Crafts

**Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

Change # : LCN01-2024ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.84		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Percent											
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,

CLERMONT, CLINTON, COLUMBIANA,
COSHOCTON, CRAWFORD, DARKE, DEFIANCE,
DELAWARE, ERIE, FAIRFIELD, FAYETTE,
FRANKLIN, FULTON, GALLIA, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON,
KNOX, LAWRENCE, LICKING, LOGAN, LORAIN,
LUCAS, MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :


Details :

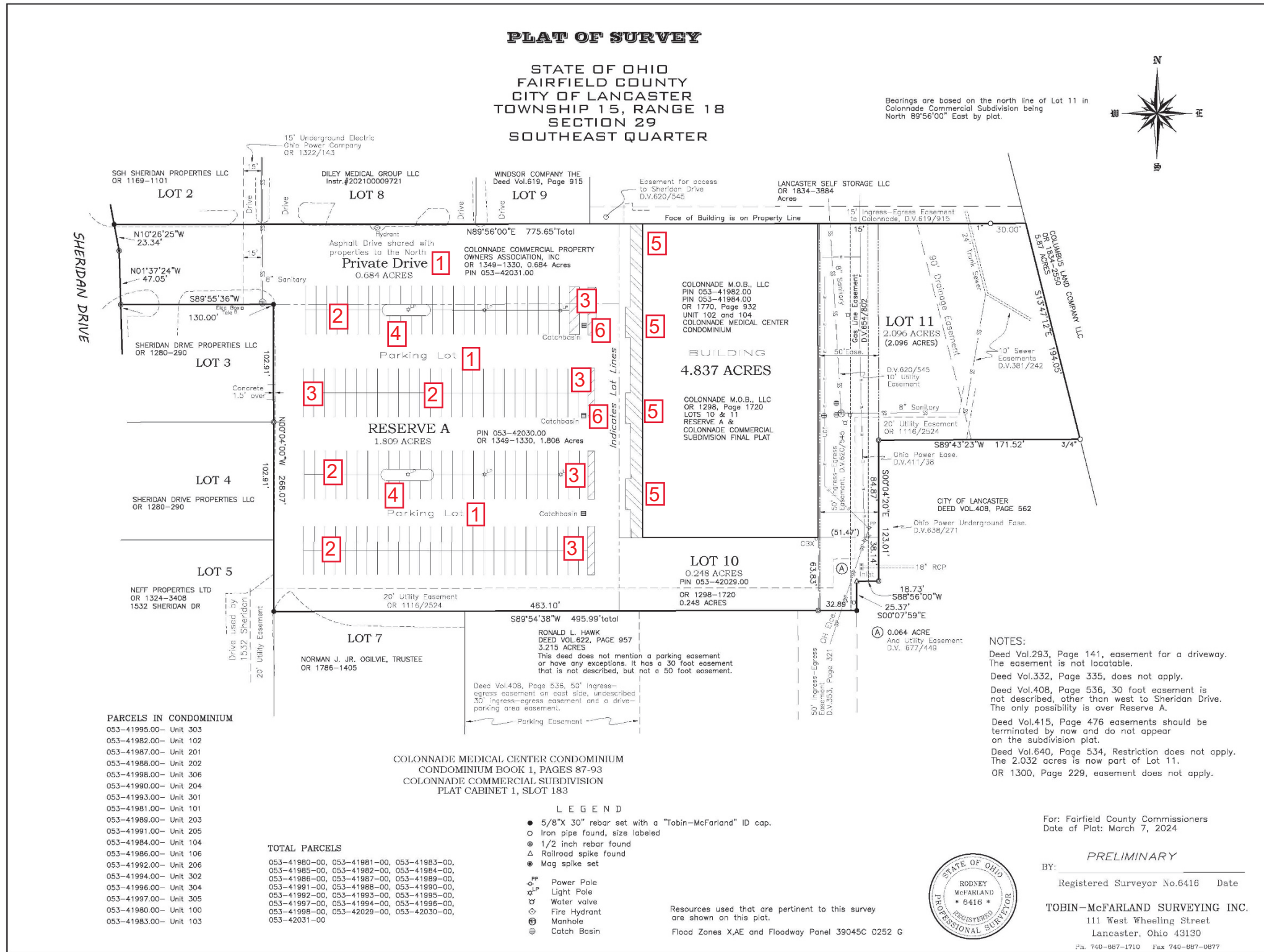


- CODED NOTES:**
1. EXISTING ASPHALT PARKING AREA TO RECEIVE NEW 2" ASPHALT RESURFACING OVERLAY PER SPECIFICATIONS. ALL TRANSITIONS TO EXISTING WALKS, DRIVES, CATCH BASINS, ETC, TO BE MILLED AND FILLED TO PROVIDE A SMOOTH SURFACE TRANSITION.
 2. NEW PAINT STRIPING AND PAVEMENT MARKINGS SHALL BE PROVIDED TO MATCH THE CURRENT PARKING LAYOUT. COLOR: WHITE
 3. NEW PAINT MARKINGS FOR HC PARKING SPACES SHALL BE ADA COMPLIANT. HC EMBLEM COLOR: BLUE
 4. EXISTING CURBED ISLANDS TO BE REMOVED AND REPLACED WITH FULL-DEPTH ASPHALT PAVING.
 5. EXISTING CONCRETE SIDEWALK AND HC RAMPS ALONG FRONT OF BUILDING TO BE REMOVED AND REPLACED AT ALL FOUR(4) ENTRANCE DOOR LOCATIONS. APPROX. SIZE IS 15'-6" LONG x 13'-3" WIDE X 4" THICK AT EACH LOCATION, WITH CONTINUOUS RAMP TO MEET PAVEMENT.
 6. CATCH BASIN FRAMES & GRATES TO BE RE-SET IN NEW 9" WIDE CONCRETE COLLARS EXTENDING DOWN TO FIRM STRUCTURE. (QUANTITY 2)
- BID ALLOWANCE: REMOVE & REPLACE RANDOM FRACTURED AND DEPRESSED AREAS OF EXISTING PAVEMENT WITH FULL-DEPTH ASPHALT PAVEMENT. LOCATIONS TO BE APPROVED BY OWNER.

GENERAL NOTES:

1. The Contractor shall maintain pedestrian access to the County buildings for customers and employees to the fullest extent possible. Customer parking can be diverted to adjacent parking areas during construction. Work in some parking areas must be scheduled during non-working hours of County operations to prevent closure of the buildings. Coordinate all work in advance with the Facilities Manager.
2. The Contractor is responsible for controlling soil erosion, silting, and sedimentation resulting from construction operations, and is responsible for all erosion control measures required by EPA or local authorities.
3. Contractor is required to verify all dimensions, elevations, and quantities for bidding purposes.
4. Removal of all dirt and debris as required for the new work shall be included in the bid amount.

<p>2024 Parking Lot Improvements Project</p> <p>COLONNADE BUILDING FRONT LOT</p> <p>Paving Plan</p> <p>1550 Sheridan Drive, Lancaster, Ohio</p>	 <p>FAIRFIELD COUNTY OHIO SERVE • CORRECT • PROTECT</p>
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CODED NOTES: X

1. EXISTING ASPHALT PARKING AREA TO RECEIVE NEW 2" ASPHALT RESURFACING OVERLAY PER SPECIFICATIONS. ALL TRANSITIONS TO EXISTING WALKS, DRIVES, CATCH BASINS, ETC, TO BE MILLED AND FILLED TO PROVIDE A SMOOTH SURFACE TRANSITION.
2. NEW PAINT STRIPING AND PAVEMENT MARKINGS SHALL BE PROVIDED TO MATCH THE CURRENT PARKING LAYOUT. COLOR: WHITE
3. NEW PAINT MARKINGS FOR HC PARKING SPACES SHALL BE ADA COMPLIANT. HC EMBLEM COLOR: BLUE
4. EXISTING CURBED ISLANDS TO BE REMOVED AND REPLACED WITH FULL-DEPTH ASPHALT PAVING.
5. EXISTING CONCRETE SIDEWALK AND HC RAMPLS ALONG FRONT OF BUILDING TO BE REMOVED AND REPLACED AT ALL ENTRANCE DOOR LOCATIONS. APPROX. SIZE IS 15'-6" LONG X 13'-3" WIDE X 4" THICK AT EACH LOCATION, WITH CONTINUOUS RAMP TO MEET PAVEMENT.
6. CATCH BASIN FRAMES & GRATES TO BE RE-SET IN NEW 9" WIDE CONCRETE COLLARS EXTENDING DOWN TO FIRM STRUCTURE. (QUANTITY 2)

GENERAL NOTES:

1. The Contractor shall maintain pedestrian access to the County buildings for customers and employees to the fullest extent possible. Customer parking can be diverted to adjacent parking areas during construction. Work in some parking areas must be scheduled during non-working hours of County operations to prevent closure of the buildings. Coordinate all work in advance with the Facilities Manager.
2. The Contractor is responsible for controlling soil erosion, silting, and sedimentation resulting from construction operations, and is responsible for all erosion control measures required by EPA or local authorities.
3. Contractor is required to verify all dimensions, elevations, and quantities for bidding purposes.
4. Removal of all dirt and debris as required for the new work shall be included in the bid amount.

2024 Parking Lot Improvements Project
COLONNADE BUILDING FRONT LOT
Survey Plat and Layout Plan
1550 Sheridan Drive, Lancaster, Ohio



CONTRACT FORM A

Fairfield County Commissioners

PARKING LOT IMPROVEMENTS PROJECT – COLONNADE BUILDING

BID FORM

Bids Must be submitted on this form only. (Type or Print Clearly)
Prevailing Wage rates apply.

ITEM 1 - BASE BID WORK:

1A. Lump Sum Bid Amount (L & M)

\$ 184,210.⁰⁰

Sub-Contractor Name: _____

ITEM 2 - BID ALLOWANCE :

2A Cost of 50 SY of additional Full-Depth Pavement Repair (L & M)

\$ 2,500.⁰⁰

To be used as directed by Owner

ITEM 3 - TOTAL BID AMOUNT: (Sum of all lines above)

\$ 186,710.⁰⁰

Acknowledgement of Addenda Received: (List all Addendum numbers and date)

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Having carefully read and examined the entire set of Construction Documents, including without limitation the Drawings, Specifications and all Addenda (listed above) prepared by the Architect for the above referenced Project; and with a clear understanding of the delineation between Base Bid and Alternate Bid work; and having visited and examined the site, premises, and the conditions affecting the work, the undersigned Bidder proposes to perform all Work, furnish all labor, materials and equipment for this Project in strict compliance with the Construction Documents for the sums indicated above.

Note: The breakdown of this combined bid as indicated above is requested for the purpose of assisting the Owner in evaluating the bids received. In order for your bid to be accepted, all blanks must be filled.

Signed By Bidder:  Date: 9-19-2024

Printed Name: George Turtle Title: President

Company Name: Spire's paving Company, Inc

Address: 1480 Sugar Grove Rd SE Lancaster OH 43130

Phone: 740-653-6837

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

**BID GUARANTY
AND CONTRACT
BOND**

(SECTION 153.571 Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

RABT Enterprises, Inc. DBA Spires Paving Company, Inc.

as Principal, and THE CINCINNATI INSURANCE COMPANY (licensed to do business in the State of Ohio), as Surety, are hereby held and firmly bound unto the

Fairfield County Commissioners

hereinafter called the Oblige, in the penal of the dollar amount of the bid submitted by the Principal to the Oblige on 9/20/2024 to undertake the project known as :

Resurfacing and concrete replacement

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of

dollars (\$ _____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in

accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Oblige 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 therefor shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 20 day of September, 2024

PRINCIPAL: RABT Enterprises, Inc. DBA Spires Paving Company, Inc.

BY: *[Signature]*
TITLE: President (Seal)

THE CINCINNATI INSURANCE COMPANY

BY: *[Signature]*
Attorney-in-Fact (Seal)

SURETY COMPANY ADDRESS:

Street
6200 S. Gilmore Road

Fairfield OH 45014-5141
City State ZIP

SURETY AGENT'S ADDRESS:

Clark Insurance
Agency Name
414 E. Main Street
Lancaster OH 43130
City State ZIP

(Section 9.23 requires awarding authority to give written notice of award to Surety and Agent.)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jill McCafferty, Anthony Santino, Bradley Clark, Christopher Clark,

of LANCASTER, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of

Scott R. Bolen

Assistant Secretary



CONTRACT FORM B

NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS:
Fairfield County)

I George Teatle being first duly sworn, deposes and says that
he/she is President (Sole Owner, a Partner, President, Secretary, etc.)
of spires paving company, Inc

the party making the proposal; that such proposal is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation, that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Fairfield County; that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, public official or employee, organization, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: [Signature] Title: President

SWORN to and SUBSCRIBED before me this 17th day of September, 2024
in Fairfield County, State of Ohio.

My Commission expires: 3-03-26



TIFFANY ERIN GOTHARD
Notary Public, State of Ohio
My Commission Expires 3-03-26

[Signature]
NOTARY PUBLIC

CONTRACT DOCUMENT C

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract of with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.


(Signature) 9-18-2024
(Date)

George Tootle President
(Name and Title of Signer, Please Print)

Spires Paving Company, Inc
(Firm or Company Name)

CONTRACT FORM D

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR
NON~DELINQUENCY OF PERSONAL PROPERTY TAXES
PER O.R.C. SECTION 5719.042**

STATE OF OHIO)
) SS
COUNTY OF FAIRFIELD)

TO: Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for;

 Spires Paving Company Inc

hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

 [Signature]

Contractor (Signature)

Sworn to before me and subscribed in my presence this 17th day of September, 2024.

 Tiffany Erin Gothard
Notary Public
Commission Expires: 3-03-26



TIFFANY ERIN GOTHARD
Notary Public, State of Ohio
My Commission Expires 3-03-26

CONTRACT FORM E

DRUG FREE WORKPLACE

This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

9-18-2024
Date


Authorized Signature of Contractor

Spires Paving Company, Inc
Company Name

George Tootle
Print Name



[Home \(/s/\)](#) [Company Profile \(/s/account-redirect\)](#) [Personnel \(/s/contact/Contact/00Bt000000Tmt\)](#)

Company Profile
RABT ENTERPRISES INC

[Edit Company Profile](#)

Address	Phone	Fax
1480 Sugar Grove Rd Se Lancaster, Ohio 43130	7406536837	7406536839

RABT ENTERPRISES INC
Pre-Qualification Application

Application Name	Certification Date	Expiration Date	Prequalification Amount	Status
APP-09293	6/1/2024	5/31/2025	\$5,000,000.00	Approved

RABT ENTERPRISES INC
Work Type Applications

[Create Work Type Application](#)

Work Type	Number of Projects
9. Aggregate Bases	
10. Flexible Paving	
13. Pavement Planing, Milling, Scarification	
16. Flexible Replacement	



April 29, 2024

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

SUBJECT: Affirmative Action Program Verification (AAPV)
Effective Dates: April 29, 2024 - April 29, 2025

Dear Richard Arganbright:

A business desiring to participate in the State of Ohio procurement process must demonstrate to the Ohio Department of Development, Minority Business Development Division (MBDD) that the company has complied with all applicable federal and state affirmative action programs for at least the last year.

After careful review of the provided affirmative action documentation, MBDD has determined that RABT ENTERPRISES INC. satisfactorily meets the requirements set forth in Section 125.111(B) of the Ohio Revised Code as is required for participation in the State of Ohio procurement process. This letter shall serve as the State's official certification.

Please note that the MBDD may conduct an audit of RABT ENTERPRISES INC. affirmative action program to determine the company's continued compliance with Section 125.111 of the Ohio Revised Code.

As the Affirmative Action Program Verification indicates, the State of Ohio values diversity among its business partners and their employees and hopes to see them grow and prosper. Consequently, MBDD was delighted to be able to assist your company by approving your affirmative action program efforts. If you need any assistance or have questions about the Affirmative Action Program Verification, its objectives, or its operation, please contact the MBDD at 614.466.8380

Sincerely,

Monica L. Womack
Chief

NOTICE OF INTENT TO AWARD

TO: Spires Paving Company, Inc.
1480 Sugar Grove Road SE
Lancaster, Ohio 43130

PROJECT: Parking Lot Improvements Project- Colonnade Building

The OWNER has considered the BID submitted by you on September 20, 2024 for the above described WORK, in response to its Advertisement for Bids, Invitation to Bidders, Addendums, and bid documents.

You are hereby notified that your BID has been accepted for all items included in the bid documents, including No Addenda, in the amount of \$ 186,710.00.

You are required by the Information to Bidders to execute the Agreement and furnish the required CONTRACTOR's W-9 Tax Form, Ohio New Hire Form, Certificates of Insurance, and Workers Compensation Certificate within 10 calendar days from the date of this notice to you.

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

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

Dated this 23rd day of September, 2024.

FAIRFIELD COUNTY COMMISSIONERS

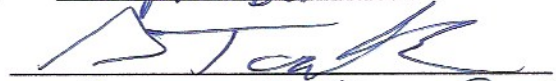
Owner

By: 
Title: Deputy Director of Facilities Department

ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Spires Paving Company, Inc.
On this 24 day of September, 2024.

Signed By:
Name and Title:


George Tootle Pres.

cc:

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 # **24006781 - 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

Revisions: 000

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SPIRES PAVING COMPANY
1480 SUGAR GROVE RD. SE
LANCASTER, OH 43130

**S
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MAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-653-6837	740-653-6839	7415		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/20/2024	79050			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	1550 Sheridan - paving project GL Account: 12391000 - 570000	1.0	EACH	\$186,710.00	\$186,710.00
GL SUMMARY					
	12391000 - 570000			\$186,710.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$186,710.00 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: 09/20/2024

Carri L. Brown

Auditor Fairfield County, OH

10/1/2024

Purchase Order Total \$186,710.00

304

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc.

(Fairfield County Facilities)

Approved as to form on 9/26/2024 3:35:32 PM by Steven Darnell,

Signature Page

Resolution No. 2024-10.01.cc

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with Spires Paving Company, Inc.

(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 for Approval of Change Order No. 2 to the Contract
between the Motorola Solutions and the Fairfield County
Commissioners**

WHEREAS, the Board of Commissioners approved resolution number 2024-07.09.bb and Change Order 1 for \$48,171.00 for the installation of security cameras and access control with Motorola Solutions at a total contract price of \$378,423.00, throughout all County buildings, and;

WHEREAS, this Change Order modifies the initial agreement cameras identified as an immediate need by the Board of Elections and an increase of the initial number of cameras, and;

WHEREAS, the equipment included in the change order equals \$14,187.00 increasing the entire agreement to a total of \$387,610.00 and;

WHEREAS, a purchase order in the amount of \$387,610.00 has been encumbered to cover current expenses including grant funding awarded to the Board of Elections and;

WHEREAS, the Fairfield County Facilities and Information Technology have reviewed and request approval of Change Order Number 02

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 \$14,187.00 making the revised cost of the total contract price \$387,610.00.

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: 02
Date: 09/24/2024
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 Aware licenses.
- Install Altronix IP Network Extenders
- 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 1	\$ 48,171.00
This Change Order:	\$ 14,187.00
Contract Credit (If Applicable):	\$ 0.00
New Contract Price:	\$ 387,610.00

***“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.
<p>The Parties agree the below additional equipment will be added to the equipment listed in the original Contract:</p> <p>Board of Elections Cameras & Equipment</p> <p>Qty - 1: Bullet Tele White 4K 30d; Avigilon Part # BULLET-TE-W-4K-30</p> <p>Qty - 1: 5.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome, 3.4-10.5mm f/1.6; Integrated IR; Avigilon Part #5.0C-H6SL-DO1-IR</p> <p>Qty - 2: 5MP; 30 Day; Alta; WDR; Day/Night Indoor Dome, 3.4-10.5mm f/1.6; up to 10 year warranty with an active Aware license; Avigilon Part #5.0C-H6SL-D1-30</p> <p>Qty - 1: In-ceiling mount for 6.1" (156mm) Dome camera; Avigilon Part#SLSPCIL-1001</p> <p>Qty - 1: 8MP; 30 Day; Alta; 3 head H5A Multisensor Camera; up to 10 year warranty with an active Aware license; Avigilon Part #24C-H5A-3MH-30</p> <p>Qty - 1: Corner Mount for Large Pendant WLMT-1001; Avigilon Part #CRNMT-1001</p> <p>Qty - 1: Wall Mount for large pendant camera; Avigilon Part #WLMT-1001</p> <p>Qty - 1: Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multi sensor; Avigilon Part#HSAMH-DO-COVR</p> <p>Qty - 1: Outdoor pendant mount adapter. For use with the Avigilon HSA Multi sensor; Avigilon Part #H5AMH-AD-PEND1</p> <p>Qty - 1: Alta Aware License 5 years; Avigilon Part #AWA-CLO-SY</p> <p>Qty - 3: Altronix IP and PoE+ over Extended Distance CAT5e or UTP Solution - 2 x Network (RJ-45) - 1640.42 ft Extended Range; Altronix Part #PACE1PRMT</p> <p>Note : Altronix Pace1 PRMT is a long range Ethernet adapter kit which transmits data at 100mbps full duplex and power via a single twisted pair (UTP) or Cat5e or higher cable in a PoE(+) compliant format. The Pace1 PRM receiver is powered via a PoE midspan such as the Altronix Netway series or by an endspan. The receiver passes the PoE(+) compliant power over the cable to the Pace1 PTM transceiver which in turn passes this power to an enabled IP camera/device. These plug and play units facilitate cost effective solutions for IP devices that need to be installed at distances greater than 100m. They also provide a simple way to replace legacy analog products with new IP devices over single twisted pair (UTP) or structured cable. Applications: Extend Network link distance in an industrial environment over 700m Retrofit digital IP cameras in an analog CCTV CAT5e wired installations. Works with Megapixel, HD720, HD1080 and VGA (SD) cameras.</p>

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 replace (1) camera looking at ballot box with Alta 4k Bullet camera. Existing network camera will be reused. Replace (1) network camera with Alta multi-head corner mounted camera. Existing network camera will be reused. Remove one exterior camera near multi-head. Replace (1) interior camera with Alta 5MP dome. Existing network camera will be reused. Provide and install (1) interior Alta 5MP dome camera in lobby area. Provide and install (1) exterior Alta 5MP dome camera at front entrance. Provide and install network cable for (2) new camera locations. Provide and install (3) network extenders. Provide and install (1) Alta 5-year cloud camera license. Alta cloud camera licenses for replacement camera locations purchased as part of the cloud connector project will be used for the replacement cameras. Removing of one of the exterior cameras corner cameras in lieu of the multi-head will make other licenses available, so only (1) additional 5-year camera license is required.

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. Change Order #1 was approved and added \$48,171.00. With Change Order #2, the Customer agrees to pay an additional fee of \$14,178.00. The new total contract value is \$387,610.00.

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: 09/24/2024

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

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

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.
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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.**

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 # **24006850 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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BOARD OF ELECTIONS
951 LIBERTY DR
LANCASTER, OH 43130
Phone: 740-652-7000

Revisions: 000

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MOTOROLA SOLUTIONS INC
13101 COLLECTIONS CENTER DR
CHICAGO, IL 60693

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BOARD OF ELECTIONS
951 LIBERTY DR
LANCASTER, OH 43130
Phone: 740-652-7000

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
800-247-2346		7508	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
09/25/2024	7002	09/25/2024	BOARD OF ELECTION-ADMIN
NOTES			

CAMERAS

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CAMERAS	1.0	EACH	\$14,187.00	\$14,187.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$14,187.00 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: 09/25/2024

Carri L. Brown

Auditor Fairfield County, OH

10/1/2024

Vendor Copy

Total Ext. Price	\$14,187.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$14,187.00

343

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.***



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.

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

Revisions: 000

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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

10/1/2024

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

347

For Department Use ONLY

ROUTING FORM FOR CONTRACTS

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- 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
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Signed this _____ day of _____, 20_____.



Name and Title

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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, jaimemyers@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

Fairfield County Emergency Management

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

Fairfield County Emergency Management
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

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

QYT 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.



CHANGE ORDER

#1

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.

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

Customer

By: David L. Kerney
Printed Name: David L. Kerney
Title: Commissioner
Date: 9/24/24

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

Prosecutor's Approval Page

Resolution No.

A Resolution for Approval of Change Order No. 2 to the Contract between the Motorola Solutions and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 9/27/2024 10:10:12 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-10.01.dd

A Resolution for Approval of Change Order No. 2 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 to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$96.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$96.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-10.01.ee

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072 Public Children's Services

(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:

\$35,000.00; 12259907, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer
cc:

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

\$35,000.00

12259907; 550000; Other Purchased Services

Signature Page

Resolution No. 2024-10.01.ff

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 the CFLP Solid Waste District Recycling Services Contract fourth quarter 2024 budget revision request

WHEREAS, the Board of County Commissioners and the Lancaster-Fairfield Community Action Agency have a contract for the 2024 recycling services through a grant with the CFLP Solid Waste District.

WHEREAS, the Fairfield County Commissioners are required to approve all recycling contract budget revisions and Commissioner David Levacy is required to sign the CFLP budget revision request form for submission to the CFLP Solid Waste District for approval.

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

Section 1. That the Board of County Commissioners approve the proposed budget revision for the 2024 Recycling Services Contract.

Section 2. That Commissioner David Levacy signs the budget revision form for submittal to the CFLP Solid Waste District Coordinator for approval.

Prepared by: Jennifer R. Kolometz
cc: Recycling / Lancaster-Fairfield Community Action

PROGRAM/BUDGET REVISION REQUEST FORM

Contractor: Fairfield County Recycling Request Date: 9/23/2024

Signature of Authorized Official: _____
Commissioner

SECTION A: PROGRAM REVISION (provide a **detailed** explanation of why the move of funds is necessary and how it will impact program)

In the 4th quarter of 2024 there are budget line item adjustments that need to be reprogramed in order to align with our current expenses for the end of the year. The changes are consistend with changes we have seen with spending due to our current staffing levels and economic changes. 1. We will be under in Fringes by \$30,000.00 due to low staff numbers and replacing with temporary staff short term along with staff that elected not to take benefits. 2. We need to move \$1,000.00 from Memberships due to overallocation of funds. 3. Move \$9,000.00 from disposal due to a decrease in expenses due to reduced waste and negotiation of price. 4. There is an increase of \$20,000.00 in Salaries due to increased wages while continuing to strive to get employees wages in-line with the current workforce standards. 5. Finally an increase of \$20,000.00 in Vehicle Maintenance due to increased expenses and repairs. Total adjustment changes within the program of \$40,000.00.

0

SECTION B:	
BUDGET REVISION	
BUDGET LINE ITEM	CHANGES REQUESTED (+ OR -)
Fringes	(30,000)
Membership	(1,000)
Disposal	(9,000)
Salaries	20,000
Vehicle Maintenance	20,000
	0

DISTRICT OFFICE USE ONLY: _____

Approved By: _____ Date: _____
(District Director)

Signature Page

Resolution No. 2024-10.01.gg

A Resolution to Approve the CFLP Solid Waste District Recycling Services Contract
Fourth Quarter 2024 Budget Revision Request

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an award of bid to Hickory Valley Sod Farm LLC. for the CDBG - PY2023 - Village of Sugar Grove – Rocket Way Sewer Improvement project. [Regional Planning]

WHEREAS, Fairfield County has received a CDBG grant for PY2023;

WHEREAS, The Village of Sugar Grove has requested that improvements be made to Rocket Way Sewer; and

WHEREAS, a bid opening was held on Friday, September 6, 2024 at 11:00 a.m. with an engineer’s estimate of \$708,795.00 the following bids were received:

Hickory Valley Sod Farm LLC	\$645,207.88
Howard Contracting	\$649,028
Boss Excavating and Grading, Inc.	\$695,815

WHEREAS, bids have been reviewed and evaluated by DLZ and recommends awarding the bid to Hickory Valley Sod Farm, LLC for the amount of \$645,207.88.00 (per DLZ Bid Tab).

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

Section 1. That the Board of Commissioners hereby approves the attached Notice of Award to Hickory Valley Sod Farm, LLC. for the CDBG - PY2023 - Village of Sugar Grove – Rocket Way Sewer Improvement project.

Section 2. That the Budget Officer of the Board of Commissioners requests a purchase order in the amount of \$645,207.88.00 (per DLZ Bid Tab) to Hickory Valley Sod Farm, LLC. 540 E. Main Street, Lancaster, Ohio. 43130.

Prepared by: Joshua Hillberry
cc: Regional Planning



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

September 25, 2024

Village of Sugar Grove
101 Bridge St
Sugar Grove, Ohio 43155

RE: Rocket Way Sanitary Sewer Replacement

Dear Mayor & Council,

The bid opening for the above referenced project was held Thursday, September 6th, 2024 @ 11:00 A.M. Four bids were received, and the bid tabulation is attached for your review.

In summary, Hickory Valley Sod Farm, LLC submitted the apparent low base bid in the amount of \$645,207.88 with a minor rounding bid error. Howard Contracting submitted the second lowest base bid in the amount of \$649,028.00 with a bid error. Boss Excavating and Grading Inc. bid the third lowest base bid in the amount of \$695,815.00

Based on the review of the bid and verifying the low bidder's ability to complete the work for the amount bid and within the allotted time, it is recommended that the Village Council tentatively award the contract to Hickory Valley Sod Farm, LLC contingent upon all project funding being finalized and released.

Please don't hesitate to contact us if you have any questions or concerns regarding this recommendation.

Regards,

Robert A. Fuller (Bobby)
Project Manager
bfuller@dlz.com

Attached: Bid Comparison
Resolution to Award

**VILLAGE OF SUGAR GROVE
ROCKET WAY SANITARY SEWER REPLACEMENT
BID COMPARISON
09/06/2024**

Contractor				Hickory Valley Sod Farm, LLC				Howard Contracting				Boss Excavating & Grading Inc					
Prop. Item No.	Project Spec.	Description	Quantity	Units	Material	Labor	Total (Sum of Labor and Material)	Extended TOTAL-PRICE in Figures	*	Material	Labor	Total (Sum of Labor and Material)	Extended TOTAL-PRICE in Figures	Material	Labor	Total (Sum of Labor and Material)	Extended TOTAL-PRICE in Figures
1		10" SDR 35 Sanitary Sewer Pipe	1364	LF	29.54	73.67	103.21	140,778.44	*	30.00	180.00	210.00	286,440.00	33.52	262.48	296.00	403,744.00
2		10" x 6" Wye	30	EA	313.60	78.07	391.67	11,750.10	*	200.00	800.00	1,000.00	30,000.00	341.30	161.70	503.00	15,090.00
3		6" SDR 35 Sanitary Sewer Service Pipe	223	LF	8.96	73.05	82.01	18,288.23	*	30.00	150.00	180.00	40,140.00	28.63	79.37	108.00	24,084.00
4		Replace Standard Precast Concrete Manhole	2	EA	1,943.00	1,088.50	3,031.50	6,063.00		200.00	400.00	6,000.00	12,000.00	3,150.49	3,252.51	6,403.00	12,806.00
5		Abandon & Fill Existing Manhole	2	EA	1,000.00	802.50	1,802.50	3,605.00		400.00	400.00	800.00	1,600.00	1,162.74	1,293.26	2,456.00	4,912.00
6		Remove Existing Manhole	1	EA	1,943.00	1,603.00	3,546.00	3,546.00		200.00	1,000.00	1,200.00	1,200.00	-	6,640.00	6,640.00	6,640.00
7		New Standard Precast Manhole	3	EA	1,943.00	1,706.33	3,649.33	10,947.99	*	2,000.00	2,000.00	4,000.00	12,000.00	3,150.49	3,252.51	6,403.00	19,209.00
8		Construction Staking	1	LS	-	5,768.00	5,768.00	5,768.00		500.00	4,000.00	4,500.00	4,500.00	-	8,795.00	8,795.00	8,795.00
9	201	Clearing & Grubbing	1	LS	-	7,886.00	7,886.00	7,886.00		500.00	1,500.00	2,000.00	2,000.00	-	12,075.00	12,075.00	12,075.00
10	301	6" Bituminous Agg. Base, Roads	278	CY	170.90	196.16	367.06	102,042.68	*	180.00	140.00	320.00	88,960.00	150.00	43.00	193.00	53,654.00
11	441	2" Asphalt Concrete, Roads	93	CY	189.75	196.63	385.78	35,877.54	*	200.00	200.00	400.00	37,200.00	175.00	44.00	219.00	20,367.00
12	611	8" & Smaller Conduit	50	LF	12.32	5.52	17.84	892.00		30.00	50.00	80.00	4,000.00	66.32	15.68	82.00	4,100.00
13	611	12" Conduit	50	LF	25.76	73.56	99.32	4,966.00		40.00	60.00	100.00	5,000.00	66.27	20.73	87.00	4,350.00
14	614	Maintaining Traffic	1	LS	-	10,382.60	10,382.60	10,382.60	*	2,000.00	6,000.00	8,000.00	8,000.00	8,701.01	4,505.99	13,207.00	13,207.00
15	659	Seeding & Mulching	567	SY	1.53	5.56	7.10	4,025.70	*	2.00	2.00	4.00	2,268.00	5.00	-	5.00	2,835.00
16	659	Fertilizer	0.01	TON	3,000.00	3,200.00	6,200.00	62.00		500.00	500.00	1,000.00	10.00	32,500.00	-	32,500.00	325.00
17	703	Compacted Granular Backfill	1337	CY	91.39	109.41	200.80	268,469.60	*	40.00	40.00	80.00	106,960.00	21.88	34.12	56.00	74,872.00
18		Remove & Replace Fence	125	LF	39.74	23.14	62.88	7,860.00		15.00	15.00	30.00	3,750.00	78.00	-	78.00	9,750.00
19	832	Erosion Control	1	LS	1,528.00	469.00	1,997.00	1,997.00		1,000.00	2,000.00	3,000.00	3,000.00	1,000.00	4,000.00	5,000.00	5,000.00
Total Base Bid								*	645,207.88				649,028.00				695,815.00

*Bid Error

NOTICE OF AWARD

To: Hickory Valley Sod Farm, LLC

PROJECT Description: Fairfield County – CDBG – Village of Sugar Grove - Rocket Way Sewer Improvements Project

The OWNER has considered the BID submitted by you on September 6, 2024 for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ \$645,207.88.

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

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

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

Dated this ____ day of _____, 2024.

FAIRFIELD COUNTY COMMISSIONERS
Owner

By: _____
Title: President

ACCEPTANCE OF NOTICE

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

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety

Signature Page

Resolution No. 2024-10.01.hh

A Resolution to Approve an Award of Bid to Hickory Valley Sod Farm LLC for the CDBG PY2023 Village of Sugar Grove Rocket Way Sewer Improvement Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve a Change Order #2 for the CDBG PY2022 Village of Pleasantville – E. Columbus St. & Pearl St. Storm Sewer Improvements.

WHEREAS, the original contract for this project with Enviro Construction Company, LLC. was approved by the Commissioners on April 23, 2024; and

WHEREAS, the original contract was in the amount of \$281,646.00; and

WHEREAS, Change Order #1 increased the contract price by \$13,296.00, making the new contract price \$294,942.00; and

WHEREAS, Change Order #1 increased the Contract Time by 46 days making the contract completion date September 13, 2024; and

WHEREAS, Change Order #2 will increase the contract price by \$36,580.00, making the new contract price \$331,522; and

WHEREAS, Change Order #2 will increase the contract time by 63 days, making the new contract completion date November 15, 2024; and

WHEREAS, Change Order #2 is necessary to include additional quantities to extend the storm sewer further down Pearl Street (approximately 330 feet).

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

Section 1. That the Board of Commissioners resolve to approve the proposed Change Order #2 for the CDBG PY2022 Village of Pleasantville – E. Columbus St. & Pearl St. Storm Sewer Improvements.

Section 2. This Board hereby authorizes it's President to sign Change Order #2 for the E. Columbus St. & Pearl St. Storm Sewer Improvements.

Prepared by: Joshua Hillberry
cc: Regional Planning Commission

CHANGE ORDER

Order No. 2

Date: 9/19/2024

Agreement Date: 4/26/2024

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville - E. Columbus St. & Pearl St. Storm Sewer Improvements

OWNER: Fairfield County

CONTRACTOR: Enviro Construction Company, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Modification to the Contract Completion Date - revised to November 15, 2024. Also included in this change order is the additional quantities to extend the storm sewer further on Pearl Street approximately 330'. See attached breakdown.

Justification:

The additional time and quantities are needed to extend the storm sewer further on Pearl Street. This area the storm sewer is being extended to will replace the existing failing storm storm sewer and provide adequate drainage.

Change to CONTRACT PRICE: \$ 13,296.00

Original CONTRACT PRICE: \$ 281,646.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 294,942.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 36,580.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 331,522.00


Change to CONTRACT TIME: 63 days

The CONTRACT TIME will be ~~(increased)~~ (decreased) by 63 calendar

days. The date for completion of all WORK will be November 15, 2024

Recommended By:

Engineer/Architect: Verdantas LLC

Signature: 

Title: Engineer III

Accepted By:

Owner: Village of Pleasantville

Signature: 

Title: Mayor

Contractor: Enviro Construction Company LLC

Signature: 

Title: Owner

County: Fairfield County

Signature: _____

Title: _____

Township: N/A

Signature: _____

Title: _____

**FAIRFIELD COUNTY COMMISSIONERS
VILLAGE OF PLEASANTVILLE
E COLUMBUS ST. & PEARL ST. STORM SEWER IMPROVEMENTS
CHANGE ORDER #2**

Line No.	Description	Quantity	Unit	Unit Price			Extended Price	Additional Quantity	Unit	Revised Total	Revised Extended Price (Quantity x Total)
				Labor	Materials	Total (L+M)	(Quantity x Total)				
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00				
2	EXCAVATION / REMOVAL, PER PLAN	1	LS	\$ 4,000.00	\$ 1,500.00	\$ 5,500.00	\$ 5,500.00				
3	15" HDPE DUAL WALL STORM SEWER, PER PLAN	950	FT	\$ 40.00	\$ 30.00	\$ 70.00	\$ 66,500.00				
4	12" HDPE DUAL WALL STORM SEWER, PER PLAN	410	FT	\$ 40.00	\$ 25.00	\$ 65.00	\$ 26,650.00	330	LF	\$ 65.00	\$ 21,450.00
5	8" HDPE DUAL WALL STORM SEWER, PER PLAN	20	FT	\$ 25.00	\$ 15.00	\$ 40.00	\$ 800.00				
6	6" SCH. 40 PVC DRAIN PIPE, PER PLAN	25	FT	\$ 20.00	\$ 10.00	\$ 30.00	\$ 750.00				
7	CATCH BASIN 2-2B, COMPLETE	13	EA	\$ 1,750.00	\$ 2,250.00	\$ 4,000.00	\$ 52,000.00	3	EA	\$ 2,000.00	\$ 6,000.00
8	CONCRETE BORDER, COMPLETE	6	EA	\$ 50.00	\$ 50.00	\$ 100.00	\$ 600.00				
9	STORM SEWER ENDWALL, COMPLETE	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00				
10	PAVEMENT REPAIR (LSM), PER PLAN	35	SY	\$ 30.00	\$ 60.00	\$ 90.00	\$ 3,150.00				
11	GRAVEL DRIVE REPAIR, PER PLAN	505	SY	\$ 40.00	\$ 75.00	\$ 115.00	\$ 58,075.00	52.00	SY	\$ 115.00	\$ 5,980.00
12	4" CONCRETE SIDEWALK, PER PLAN	2987	SF	\$ 3.00	\$ 4.00	\$ 7.00	\$ 20,909.00				
13	6" CONCRETE SIDEWALK, PER PLAN	826	SF	\$ 3.50	\$ 4.50	\$ 8.00	\$ 6,608.00				
14	ADA CURB RAMP W/ DETECTABLE WARNING, PER PLAN	3	EA	\$ 100.00	\$ 150.00	\$ 250.00	\$ 750.00				
15	SANITARY SEWER LATERAL RELOCATED	2	EA	\$ 1,000.00	\$ 200.00	\$ 1,200.00	\$ 2,400.00				
16	MAILBOX REMOVED AND REINSTALLED, COMPLETE	10	EA	\$ 50.00	\$ 50.00	\$ 100.00	\$ 1,000.00	9	EA	\$ 100.00	\$ 900.00
17	SIGN REMOVED AND REINSTALLED, COMPLETE	5	EA	\$ 50.00	\$ 50.00	\$ 100.00	\$ 500.00				
18	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00				
19	SITE RESTORATION	1	LS	\$ 1,500.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00				
	CHANGE ORDER #1										
20	4" DOWNSPOUT INCLUDING FITTINGS AND CONNECTIONS	80	LF			\$ 20.00	\$ 1,600.00				
21	4" PRECAST CATCH BASIN RISER	2	EA			\$ 200.00	\$ 400.00				
22	8" PRECAST CATCH BASIN RISER	1	EA			\$ 500.00	\$ 500.00				
23	YARD DRAIN INCLUDING PIPE AND FITTINGS	1	EA			\$ 350.00	\$ 350.00				
24	CONCRETE BORDER, COMPLETE	4	EA			\$ 600.00	\$ 2,400.00				
	CHANGE ORDER #2										
25	CONCRETE CURB AND APRON							1	LS	\$ 2,250.00	\$ 2,250.00
TOTAL							\$ 294,942.00				\$ 36,580.00

NOTES
1. Highlighted items changed per CO #2

SUMMARY	
Original Contract Price	\$ 281,646.00
Previous Change Order Total	\$ 13,296.00
Current Contract Price by Previous Changes	\$ 294,942.00
CO #2 Total	\$ 36,580.00
New Contract Price	\$ 331,522.00

Signature Page

Resolution No. 2024-10.01.ii

A Resolution to Approve Change Order #2 for the CDBG PY2022 Village of Pleasantville, E. Columbus St. & Pearl St., Storm Sewer Improvements

(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 to appropriate from Unappropriated into a major expense category within a major expenditure category for Grant Fund# 2908 for the Ohio Department of Transportation (ODOT) grant.

WHEREAS, Public Transit’s SFY2025 ODOT grant budget needs adjustments for CY2024; and

WHEREAS, appropriate from unappropriated within major expenditure object categories will allow the budget to be adjusted.

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

Section 1. Request that the Board of County Commissioners approve to appropriate from unappropriated in the following major object expense categories:

\$ 380,000	contractual services	12290800
\$100,000	capital outlay	12290800

A resolution approving to appropriate from unappropriated into a major expense category within a major expenditure category for Grant Fund# 2908 for the Ohio Department of Transportation (ODOT) grant.

For Auditor's Office Use Only:

Section 1.

\$380,000 12290800 530000

\$100,000 12290800 574200

Section 2. *Issue an Amended Certificate in the amount \$480,000 to increase fund # 2908.*

Section 3. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12290800 433000 intergovernmental revenues in the amount of \$480,000.*

Signature Page

Resolution No. 2024-10.01.jj

A Resolution Approving to Appropriate from Unappropriated into a Major Expense Category within a Major Expenditure Category for Grant Fund #2908 for the Ohio Department of Transportation Grant

(Fairfield County Transit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of October 3, 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

10/03/2024 to 10/03/2024

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 1001 - GENERAL FUND						
1586883	10/03/2024	80132	AUNDREA N CORDLE	9/2024	09/01/2024	24000058	C1001	CELL PHONE STIPEND 9/2024	60.00
1586884	10/03/2024	82133	JEFF PORTER	9/2024	09/01/2024	24000065	C1001	MONHTLY CELL PHONE STIPEND 9/2024	60.00
								TOTAL: COMMISSIONERS ADMIN	120.00

INVOICES BY DEPARTMENT

10/03/2024 to 10/03/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1210	JOB & FAMILY SERVICES								
	Fund: 2018 - FCJFS - PUBLIC ASSISTANCE								
5411085	10/03/2024	5672	LANCASTER PUBLIC TRANSIT SYSTEM	JULY 2024	07/01/2024	24001236	C1001	2024-2025 TRANSPORTATION	178,294.72
								TOTAL: JOB & FAMILY SERVICES	178,294.72

INVOICES BY DEPARTMENT

10/03/2024 to 10/03/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1230	EMERGENCY MGMT								
Fund: 2707 - EMPG - EMA GRANT									
5411087	10/03/2024	18509	MERIDIAN RAPID DEFENSE GRP RENTALS LLC	INV-S-10181	09/18/2024	24006199	C1001	Meridian Barrier System	7,760.66
Fund: 2708 - STATE HOMELAND SECURITY GRANT									
5411087	10/03/2024	18509	MERIDIAN RAPID DEFENSE GRP RENTALS LLC	INV-S-10181	09/18/2024	24006199	C1001	Meridian Barrier System	5,000.00
5411087	10/03/2024	18509	MERIDIAN RAPID DEFENSE GRP RENTALS LLC	INV-S-10181	09/18/2024	24006199	C1001	Meridian Barrier System	80,000.00
TOTAL: EMERGENCY MGMT									92,760.66

INVOICES BY DEPARTMENT

10/03/2024 to 10/03/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600			ENGINEER-ADMIN						
			Fund: 3445 - ODOT PROJECTS						
5411086	10/03/2024	7854	COMPLETE GENERAL CONSTRUCTION	APPLICATION NO: 4	08/03/2024	23006738	C1001	CONSTRUCTION IN PROGRESS	878,355.49
								TOTAL: ENGINEER-ADMIN	878,355.49

INVOICES BY DEPARTMENT

10/03/2024 to 10/03/2024

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: **\$1,149,530.87**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-10.01.kk

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.