

Regular Meeting #54 - 2024
Fairfield County Commissioners' Office
December 3, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at the Administrative Courthouse, 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; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Auditor, Dr. Carri Brown; Deputy Engineer, Jason Grubb; Recorder, Lisa McKenzie; Treasurer James Bahnsen; FCFC Manager, Tiffany Wilson; Interim Director of RPC, Holly Mattei, Planner, Joshua Hillberry; and Sheriff's Deputy, Kevin Romine. Also in attendance: Sherry Pymer, Ray Stemen, Melissa Hoover-Conner, Lynda Berge-Disser

Virtual attendees: Michael Kaper, Lori Lovas, Shannon, Joe Ebel, Abby Watson, Jim Bahnsen, Shelby Hunt, Deborah, Jennifer Morgan, Jessica Murphy, Toni Ashton, Ralph, Jeff Barron, Stacy Hicks, Baylie Blevins, Nicole Schultz, Tony Vogel, SXH2, Greg Forquer, Ashley Arter, Jared Collins, Lori Hawk, Jeanie Wears, Deborah, and Brian Wolfe.

Welcome

Commissioner Levacy called the meeting to order.

Public Hearing on Subdivision Regulations

Commissioner Levacy opened the hearing at 9:00 a.m.

Ms. Mattei spoke about the past processes for updating the Subdivision Regulations and added that the regulations establish standards for the division of land, specifications for design and layout of new streets and public improvements, and provide mechanisms for construction development agreements, inspections and bonds. Construction material specifications are being removed due to the Engineer's Office adding the specifications to their Stormwater Design and Roadway Design Manuals. Fairfield County has had subdivision regulations since 1974, and these are the first significant revisions since 2003.

Commissioner Fix asked if items can be changed in the Subdivision Regulations.

Ms. Mattei replied that changes can be made at any time through the proper process of hearing and adoption by the Commissioners and the Regional Planning Commission (RPC).

Commissioner Fix asked if the bond issue from years past had been revised.

Ms. Mattei stated when RPC revised it to a three-year maintenance bond which is consistent with what is being done in other counties.

With no further discussion, Commissioner Levacy closed the hearing at 9:09 a.m.

Regional Planning Commission (RPC) Interview, Tiffany Wilson

Ms. Wilson stated her interest in serving on RPC and added that she believes she can offer a unique perspective from working with the Family and Children First Council and serving minority populations.

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Commissioner Fix asked Ms. Wilson if she could meet the time commitment.

Ms. Wilson stated she would not have applied to serve on the RPC board if she could not fully commit.

The Commissioners all offered their appreciation for Ms. Wilson's willingness to serve.

Fairfield County Board of Developmental Disabilities (DD) Update, Dr. David Uhl

Dr. Uhl spoke about individuals who have been positively impacted by DD. He also shared the mission of DD and how the staff brings that mission to fruition. The number of individuals DD continues to serve grows each year and they anticipate serving over 3000 individuals by 2030. Dr. Uhl summarized DD's expenses and budget projections and stated that DD is a levy funded organization. DD plans to present a resolution to the Commissioners in January for a levy renewal. DD is fiscally conservative, but by 2030 will begin to see a deficit if there is not a levy. There is a committee of certified accountants who review DD's financials and who are in support of the levy renewal in 2025.

Commissioner Davis stated that the State Legislature is recalibrating and asked if DD was considering inflationary numbers on the renewal. He asked if taxes would go up with the renewal.

Dr. Uhl replied that inflation is being taken into consideration and that taxes would not increase based on a renewal levy.

Commissioners Fix and Levacy both thanked Dr. Uhl and stated their support for DD.

Dr. Uhl thanked the Commissioners for their support and stated that he and his staff would be working with the Prosecutor's Office on the ballot language.

Ms. Cordle thanked Dr. Uhl for his assistance with ARP funding the new transit van. She asked Mr. Szabrak if the new van was in use.

Mr. Szabrak stated the new van has been ordered.

Public Comments

Ray Stemen of Lancaster spoke about what he believed could be potential causes of some disabilities.

Legal Update

Amy Brown-Thompson offered guidance on how to respond to a public records request that an office does not retain.

Administrator Cordle added that records should not be altered or created to fulfill a request.

County Administration Update

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

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Week in Review

Welcome Jason Grubb, Deputy Director of Facilities

We welcome Jason Grubb as a new team member to the Facilities team. Jason will serve as the Deputy Director.

Mr. Grubb spoke about his first day and Mr. Kochis added, "Jason hit the ground running."

Hicks Partners Success

Walnut Township was just awarded an \$18k ODNR nature works grant. Hicks Partners assisted with the application.

Mr. Szabrak spoke about the opportunity to add much needed playground equipment.

Last Commission Meeting of 2024 and First Meeting of 2025

December 10 will be the last regular meeting of the year and will include the passage of the 2025 budget. The first regular meeting of 2025 will be January 7. The required reorganization meeting will take place at 8:45 that same morning.

Commissioners and County Administrative Team Host Holiday Open House

December 10 at 11:30 will be the annual Holiday Open House here at the Historic Courthouse. Please RSVP so that we can plan for food. Thank you to the Commissioners for their personal donations that allow for this.

Violet Township Community Medic Grocery Delivery Program

Anna Tobin, Executive Director of the Senior Hub-Meals on Wheels of Fairfield County, submitted a letter on behalf of their Board of Trustees. The letter is in the Review Packet. Their Grant Review Committee met on November 14 to discuss allocating \$240,000 in grant funding. The Committee plans to fully fund the 8 senior clubs and 8 community-based organizations requesting funds and allocating \$14,525 to Transit. The Committee would like permission to extend \$15,000 in funding to the Violet Township Community Medic Program. This program delivers groceries to older adults in Violet Township who have been identified as food insecure.

A resolution could be added to the December 10th meeting approving this grant funding request which falls outside of the grant cycle timeline.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 64 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

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- The first resolution for you to consider is a resolution to reestablish the 2025 Commission meeting dates. There were eleven changes to resolution 2024-10.29.b, which established most of the Commission meeting dates, times and locations. To keep the meeting details clear, the original resolution is being rescinded and replaced.
- A resolution to continue the lease agreement between the Commissions and the South Central Major Crimes Unit.
- A resolution authorizing the disposal of surplus property by internet auctions in 2025.
- A resolution authorizing the use of ARP Fiscal Recovery funding for the rebranding of Transit.

Mr. Szabrak stated that the funds will be used for new bus stop signs.

- A resolution entering into an agreement between CFLP and the Commissioners for recycling services and education program services for 2025.
- There are many year-end financial resolutions, such as a resolution to appropriate from unappropriated for the Self-Funded Insurance Fund, resolutions to approve repayment of advances, resolutions extending repayment dates, resolutions approving memo expense/memo receipts, and resolutions approving account to account transfers.
- We have 5 resolutions appointing individuals to various boards. Mike Wolfe, Joe Palmer, and Mitch Noland to RPC. Reappoint Doug Ingram to RPC. Appoint Cathy Bitler and reappoint Jeff Sauer to the Port Authority Board. And reappoint Matthew Johnson and Jason Saul to the RLF.

Mr. Szabrak was excited to have the board members appointed/reappointed and added that Matt Johnson gives the board a different perspective with his real estate background.

- There is also a resolution appointing three members and their alternates to the Village of Lithopolis' Tax Incentive Review Council.
- The Engineer's Office has a resolution to declare the necessity of the Stringtown Rd. culvert project. The Commissioners viewed the culvert on November 12th and had a hearing regarding the project on November 19th.
- A resolution to approve a contract with OARNet for VMWare Cloud Foundation software. This is for virtual server management that is required by the server cluster environment.
- A resolution approving an agreement between the County Prosecutor and Violet Township for the Prosecutor to serve as the township's Law Director.
- A resolution from PRC authorizing the contract, notice to proceed, and notice of commencement to Flecto, LLC, for the CDBG Village of Pleasantville Otte Park concessions and restroom pavilion project.
- A resolution to approve the Monomoy CRE final plat, the Monomoy subdivision is in Greenfield Township and was approved by RPC at their August 6th meeting.

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- A resolution to approve and adopt the September 18, 2024, revision of the Fairfield County Subdivision Regulations.
- Resolutions to approve the purchase of vehicles. The Sheriff's Office is purchasing a total of 10 vehicles and Utilities is purchasing 3 work trucks.

Mr. Vogel stated that one of the trucks for Utilities will be all electric.

Commissioner Davis asked what kind of mileage is put on truck in Utilities each day.

Mr. Vogel replied it is between 50 and 80 miles a day.

Commissioner Davis asked if the truck would ever be loaded or used for towing.

Mr. Vogel answered that the truck would carry tools but would not be used for towing.

Commissioner Davis stated that he is excited that the Utilities department would be trying the electric vehicle and advised that the mileage would be lower in the winter, and when towing.

- A resolution approving an agreement between transit and County Lane Gardens for transportation services.

Mr. Szabrak added that Transit is getting the word out that transportation services are available, and Country Lane Gardens is a senior living area.

- The Treasurer's Office has a resolution to approve an agreement with Park National Bank for the deposit of public funds.
- And the Utilities department has a resolution to approve the 2025/2026 lawn mowing agreement with Enviroscaapes.

Budget Review

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

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Revolving Loan Fund Committee Meeting, December 3, 2024, 2:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Regional Planning Committee Meeting, December 3, 2024, Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- MORPC Southeast Area of Central Ohio Regional Luncheon, December 4, 2024, 12:00 p.m., Pickerington Methodist Hospital, 1010 Refugee Rd., Pickerington

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- MCU Operating Board Meeting, December 4, 2024, 1:30 p.m., EOC, 204 Baldwin Dr., Lancaster
- Fairfield 22 Development Alliance Board Meeting, Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll

Correspondence

- Letter, Senior Hub/Meals on Wheels of Fairfield County, November 22, 2024, Regarding the Allocation of Community Grant Funding
- Flyer from Fairfield County Park District with Outreach Program Dates
- Thank You Card from Fairfield County Park District
- Memo, Dr. Carri Brown, County Auditor, November 21, 2024, Subject: Dog Licensing Season
- Fairfield County Auditor's "Wins of the Week", November 21, 2024
- Fairfield County Auditor's "Wins of the Week", November 27, 2024
- Memo, Dr. Carri Brown, County Auditor, November 26, 2024, Subject: New Property Tax Exemption Opportunity
- Press Release, Office of the County Auditor, November 27, 2024, "Fairfield County Auditor Announces Dog License Information and Virtual Dog Show"
- Letter, The Lancaster Festival Inc., November 19, 2024, Regarding 2025 Lancaster Festival
- Thank You Card from the Festival Fair Day Committee
- Fairfield 33 Alliance List of Officers to be Voted on for 2025
- Lancaster Eagle Gazette, Jeff Barron, December 2, 2024, "State and County Officials Talk about Possible U.S. 33/I-70 Connector Road in the Future"
- Correspondence Regarding Industrial Solar Projects
- Newsletter, "MCJDC News Creating Inclusive "Vision2Value" Experiences," July/Aug./Sep. 2024
- Newsletter, "Fairfield DD's IMAGINE", November 2024
- Newsletter, "Auditor's Ledger: News from the County Auditor's Office", November 2024
- Newsletter, United Way of Fairfield County
- Newsletter, "Fairfield County November E-News Updates"
- Fairfield County Subdivision Regulations, Revision Draft September 18, 2024

Old Business

Commissioner Davis spoke about his experience as an Uber driver and added that soon his services would not be needed because Uber is incentivizing drivers to service more areas like Fairfield County.

Commissioner Fix stated he met with several townships and villages to discuss cooperative economic development agreements.

New Business

Commissioner Fix stated he will be attending the CCAO winter conference.
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Dr. Brown thanked everyone for the meaningful work they do each day. She added that she attended the Violet Township Trustee meeting the prior week and spoke about the year-end processes. The Auditor's Office has a new fact sheet for pre-residential property tax exemptions. There is another fact sheet for interns. Dog Licenses are due January 31st. Her office adopted a family for the holidays to provide gifts. Finally, she has been working on the Special Improvement District and Lancaster Destination Downtown boards and will be resigning from those positions.

Mr. Vogel stated the county will need to counter-offer on the Pickerington Road interchange.

Mr. Szabrak stated he met with Cirba Solutions and will also be presenting at the upcoming Economic 411 update.

Mr. Kochis was enthusiastic about having Jason Grubb join the Facilities' team as the deputy director.

Mr. Neeley stated that he has a member of his team that will be joining the Hall of Justice as the court IT person. That open position has been advertised.

Ms. O'Keefe stated the holiday donation drive is going very well and spoke about a partnership with Big Bother Big Sister.

Regular (Voting) Meeting

The Commissioners continued to their Regular Meeting. 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; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Auditor, Dr. Carri Brown; Deputy Engineer, Jason Grubb; Recorder, Lisa McKenzie; Treasurer James Bahnsen; FCFC Manager, Tiffany Wilson; Interim Director of RPC, Holly Mattei, Planner, Joshua Hillberry; and Sheriff's Deputy, Kevin Romine. Also in attendance: Sherry Pymer, Ray Stemen, Melissa Hoover-Conner, Lynda Berge-Disser

Virtual attendees: Michael Kaper, Lori Lovas, Shannon, Joe Ebel, Abby Watson, Jim Bahnsen, Shelby Hunt, Deborah, Jennifer Morgan, Jessica Murphy, Toni Ashton, Ralph, Jeff Barron, Stacy Hicks, Baylie Blevins, Nicole Schultz, Tony Vogel, SXH2, Greg Forquer, Ashley Arter, Jared Collins, Lori Hawk, Jeanie Wears, Deborah, and Brian Wolfe.

Announcements

There were no announcements.

Approval of Minutes for November 19, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the November 19, 2024, meeting.

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

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Approval of Resolutions from 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:

- 2024-12.03.a A Resolution Rescinding Resolution 2024-10.29.b, and re-establishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates
- 2024-12.03.b A Resolution to Approve a Lease Agreement for the South Central Major Crimes Unit and The Fairfield County Commissioners
- 2024-12.03.c A Resolution Authorizing a Fund-to-Fund Transfer for JFS Administrative Services for FCFC
- 2024-12.03.d A Resolution Approving an Application to the Ohio Department of Transportation (ODOT) for FY25 ODOT Matching Grant funds
- 2024-12.03.e A Resolution Authorizing the Disposal of Fairfield County Surplus Property by Internet Auction for Calendar Year 2025
- 2024-12.03.f A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for the Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Fund #7012, #7321, #7308, & #7865
- 2024-12.03.g A Resolution approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876
- 2024-12.03.h A Resolution to Approve an Authorized use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds; and Memo Receipt/Memo Expense for the County ARP Fiscal Recovery Fund, #2876, Transportation
- 2024-12.03.i A Resolution Approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876
- 2024-12.03.j A Resolution Entering into an Agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program Services for 2025
- 2024-12.03.k A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8329.
- 2024-12.03.l A resolution approving an account to account transfer in a major object expense category for the Commissioners' Office, General Fund# 1001.
- 2024-12.03.m A resolution to appropriate from unappropriated in a major expenditure object categories for the General Fund# 1001, Facilities & Human Resources.

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- 2024-12.03.n A resolution to appropriate from unappropriated funds in a major expense object category for the Self-Funded Insurance Fund# 5376.
- 2024-12.03.o A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #3904, State Energy Program- Commissioners' Office
- 2024-12.03.p A resolution authorizing the approval to extend the repayment date of 2 advance of funds – 1. Fund #3011 FAA grant sub fund #8272 2. Fund #3034 Airport ODOT FY2023 sub fund #8320 - Commissioners' Office
- 2024-12.03.q A Resolution to Appoint Mr. Mike Wolfe to the Fairfield County Regional Planning Commission
- 2024-12.03.r A Resolution Appointing Three Members and Alternates to the Village of Lithopolis Tax Incentive Review Council
- 2024-12.03.s A Resolution Approving the Reappointment of Mr. Jeff Sauer, and the Appointment of Ms. Cathy Bitler to the Fairfield County Port Authority Board
- 2024-12.03.t A Resolution to Appoint Mr. Joe Palmer to the Fairfield County Regional Planning Commission
- 2024-12.03.u A Resolution Approving the Reappointment of Mr. Doug Ingram, and Mr. Mitch Noland as Alternate, to the Fairfield County Regional Planning Commission
- 2024-12.03.v A Resolution Approving the Reappointments of Mr. Matthew Johnson and Mr. Jason Saul to the Fairfield County Revolving Loan 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 Fairfield County ADAMH Board

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

- 2024-12.03.w A Resolution to Approve an Account to Account Transfer

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:

- 2024-12.03.x A Resolution to Approve an Additional Cash Change Drawer for the County Auditor

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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 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:

- 2024-12.03.y A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County Board of DD; Fund #2060 to Fairfield County Board of DD; Capital Improvements Fund #3698, FCBDD
- 2024-12.03.z A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD; Fund #2060, FCBDD

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:

- 2024-12.03.aa A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 Common Pleas General Fund.

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

Approval of Resolutions from the Fairfield County Domestic Relations Court

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

- 2024-12.03.bb A resolution authorizing an account to account transfer for the adjustment of Capital Outlay.
- 2024-12.03.cc A resolution authorizing the approval to extend repayment date for the advance of funds – Fund # 2848 Justice for Families Grant Program.

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:

- 2024-12.03.dd A Resolution to Approve Advertising for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project

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- 2024-12.03.ee A Resolution to Approve the Construction Drawings for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project
- 2024-12.03.ff A Resolution to Approve an Agreement for the Purchasing of Brine
- 2024-12.03.gg A Resolution to Declare the Stringtown Road (TR273) Project a Necessity
- 2024-12.03.hh A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

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 Family and Children First Council

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

- 2024-12.03.ii A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7521, Sub fund #8160 Help Me Grow – Early Intervention
- 2024-12.03.jj A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Sub fund# 8307 Ohio Children Trust Fund – Multi System Youth Grant

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 Information Technology

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

- 2024-12.03.kk A Resolution to Approve a Contract for VMWare Cloud Foundation software Licensing between OARNet and the Fairfield County Board of Commissioners

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:

- 2024-12.03.ll A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a Memo Expenditure for Fund #2072, Public Children's Services

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- 2024-12.03.mm A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund
- 2024-12.03.nn A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund
- 2024-12.03.oo A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund
- 2024-12.03.pp A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for 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 Resolutions from Fairfield County Juvenile and Probate Court

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

- 2024-12.03.qq A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2630, Special Projects
- 2024-12.03.rr A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund
- 2024-12.03.ss A Resolution Authorizing the First Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services
- 2024-12.03.tt A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 General Fund
- 2024-12.03.uu A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2408 Drug Court

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:

- 2024-12.03.vv A Resolution Authorizing the Approval of an Agreement by and between the Fairfield County Prosecutor and the Township of Violet

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

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Approval of Resolutions from 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:

- 2024-12.03.ww A Resolution Authorizing the Contract, Notice to Proceed and Notice of Commencement to Flecto, LLC for CDBG PY2022, Village of Pleasantville Otte Park Concessions and Restroom Pavilion Project
- 2024-12.03.xx A resolution to approve the Monomoy CRE, Final Plat
- 2024-12.03.yy A Resolution to Approve and Adopt Revisions to the Fairfield County Subdivision Regulations

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

Approval of Resolutions from the Fairfield County Sheriff

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

- 2024-12.03.zz A Resolution to Approve the Purchase of Three (3) Unmarked Vehicles from Greve Chrysler Jeep Dodge Following a Competitive Invitation to Bid Process
- 2024-12.03.aaa A Resolution to Approve the Purchase of Seven (7) Marked Vehicles from Greve Chrysler Jeep Dodge Following a Competitive Invitation to Bid Process

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

Approval of Resolutions 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 resolutions from the South Central Major Crimes Unit:

- 2024-12.03.bbb A resolution to request for appropriations for receipts for 2021 Drug Law Enforcement Grant 7830 (8288)
- 2024-12.03.ccc A resolution authorizing the approval of repayment of an advance to the General Fund from MCU 7830 MCU Drug Law Enforcement Grant.
- 2024-12.03.ddd A resolution authorizing an account to account transfer for MCU Fund 7829 (Sub fund 8353) Justice Assistance Grant 23

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

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Approval of 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:

2024-12.03.eee A Resolution Authorizing the Approval of a Service Agreement
by/between Fairfield County Public Transit and Country Lane Gardens

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:

2024-12.03.fff A Resolution to Approve an Agreement for the Deposit of Public Funds
between Park National Bank, a National Banking Association, and the
Fairfield County Treasurer

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 the Fairfield County Utilities:

2024-12.03.ggg A Resolution Authorizing the Approval of an Agreement between Braun
Holdings Pickerington LLC, and the Fairfield County Board of
Commissioners

2024-12.03.hhh A resolution to appropriate from unappropriated in a major expenditure
object category for Utilities; 5841, Construction in Progress.

2024-12.03.iii A Resolution to Approve the Contract Award for the 2025/2026 Lawn
Mowing Contract with Enviroscapes

2024-12.03.jjj A Resolution Authorizing the Purchase of a Work Truck

2024-12.03.kkk A Resolution Authorizing the Purchase of Two Work Trucks

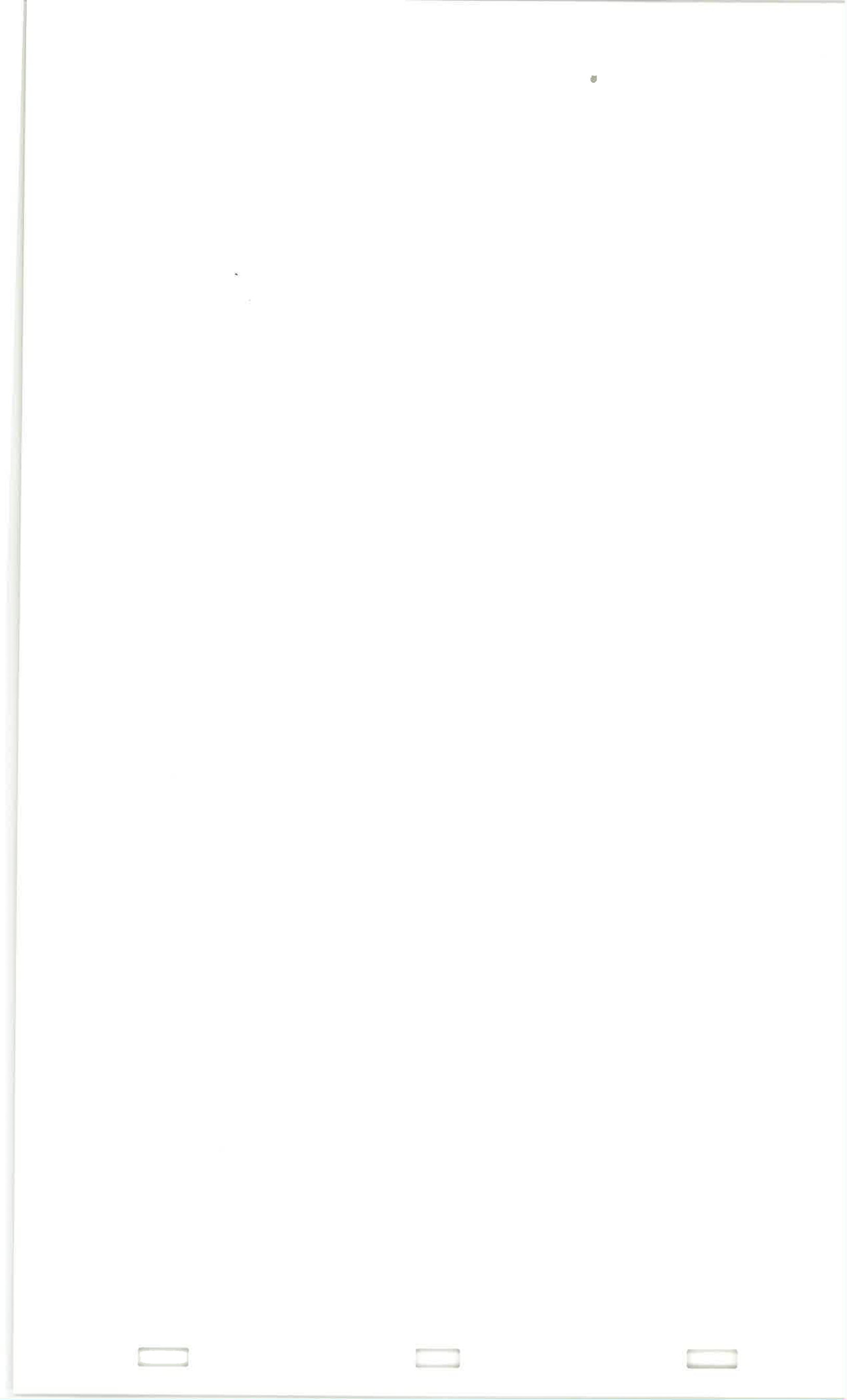
Roll call vote of the motion resulted as follows:

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:

2024-12.03.lll A Resolution Authorizing the Approval of Payment of Invoices for
Departments that Need Board of Commissioners' Approval



REGULAR MEETING #54 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
DECEMBER 03, 2024

AGENDA FOR TUESDAY, DECEMBER 03, 2024

- 9:00 AM Review
- 9:00 AM Public Hearing on Subdivision Regulations
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for November 19, 2024
- Commissioners
- 2024-12.03.a A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates [Commissioners]
- 2024-12.03.b A Resolution to Approve a Lease Agreement for the South Central Major Crimes Unit and The Fairfield County Commissioners [Commissioners]
- 2024-12.03.c A Resolution Authorizing a Fund-to-Fund Transfer for JFS Administrative Services for FCFC [Commissioners]
- 2024-12.03.d A Resolution Approving an Application to the Ohio Department of Transportation (ODOT) for FY25 ODOT Matching Grant funds [Commissioners]
- 2024-12.03.e A Resolution Authorizing the Disposal of Fairfield County Surplus Property by Internet Auction for Calendar Year 2025 [Commissioners]
- 2024-12.03.f A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for the Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Fund #7012, #7321, #7308, & #7865 [Commissioners]
- 2024-12.03.g A Resolution approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876 [Commissioners]
- 2024-12.03.h A Resolution to Approve an Authorized use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds; and Memo Receipt/Memo Expense for the County ARP Fiscal Recovery Fund, #2876, Transportation [Commissioners]
- 2024-12.03.i A Resolution Approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876 [Commissioners]

- 2024-12.03.j A Resolution Entering into an Agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Educational Services for 2025 [Commissioners]
- 2024-12.03.k A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8329. [Commissioners]
- 2024-12.03.l A resolution approving an account to account transfer in a major object expense category for the Commissioners Office, General Fund# 1001. [Commissioners]
- 2024-12.03.m A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Facilities & Human Resources. [Commissioners]
- 2024-12.03.n A resolution to appropriate from unappropriated funds in a major expense object category for the Self-Funded Insurance Fund# 5376. [Commissioners]
- 2024-12.03.o A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #3904, State Energy Program- Commissioners' Office [Commissioners]
- 2024-12.03.p A resolution authorizing the approval to extend the repayment date of 2 advance of funds – 1. Fund #3011 FAA grant sub fund #8272 2. Fund #3034 Airport ODOT FY2023 sub fund #8320 - Commissioners' Office [Commissioners]
- 2024-12.03.q A Resolution to Appoint Mr. Mike Wolfe to the Fairfield County Regional Planning Commission [Commissioners]
- 2024-12.03.r A Resolution Appointing Three Members and Alternates to the Village of Lithopolis Tax Incentive Review Council [Commissioners]
- 2024-12.03.s A Resolution Approving the Reappointment of Mr. Jeff Sauer, and the Appointment of Ms. Cathy Bitler to the Fairfield County Port Authority Board [Commissioners]
- 2024-12.03.t A Resolution to Appoint Mr. Joe Palmer to the Fairfield County Regional Planning Commission [Commissioners]
- 2024-12.03.u A Resolution Approving the Reappointment of Mr. Doug Ingram, and Mr. Mitch Noland as Alternate, to the Fairfield County Regional Planning Commission [Commissioners]
- 2024-12.03.v A Resolution Approving the Reappointments of Mr. Matthew Johnson and Mr. Jason Saul to the Fairfield County Revolving Loan Fund [Commissioners]

Fairfield County ADAMH Board
- 2024-12.03.w A Resolution to Approve an Account to Account Transfer [ADAMH Board]

Fairfield County Auditor- Finance
- 2024-12.03.x A Resolution to Approve an Additional Cash Change Drawer for the County Auditor [Auditor- Finance]

Fairfield County Board of Developmental Disabilities

- 2024-12.03.y A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County Board of DD; Fund #2060 to Fairfield County Board of DD; Capital Improvements Fund #3698, FCBDD [Board of Developmental Disabilities]
- 2024-12.03.z A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD; Fund #2060, FCBDD [Board of Developmental Disabilities]
- Fairfield County Court of Common Pleas
- 2024-12.03.aa A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 Common Pleas General Fund. [Common Pleas Court]
- Fairfield County Domestic Relations Court
- 2024-12.03.bb A resolution authorizing an account to account transfer for the adjustment of Capital Outlay. [Domestic Relations Court]
- 2024-12.03.cc A resolution authorizing the approval to extend repayment date for the advance of funds – Fund # 2848 Justice for Families Grant Program. [Domestic Relations Court]
- Fairfield County Engineer
- 2024-12.03.dd A Resolution to Approve Advertising for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project [Engineer]
- 2024-12.03.ee A Resolution to Approve the Construction Drawings for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project [Engineer]
- 2024-12.03.ff A Resolution to Approve an Agreement for the Purchasing of Brine [Engineer]
- 2024-12.03.gg A Resolution to Declare the Stringtown Road (TR273) Project a Necessity [Engineer]
- 2024-12.03.hh A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]
- Fairfield County Family and Children First Council
- 2024-12.03.ii A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention [Family and Children First Council]
- 2024-12.03.jj A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Subfund# 8307 Ohio Children Trust Fund – Multi System Youth Grant [Family and Children First Council]

Fairfield County Information Technology

2024-12.03.kk A Resolution to Approve a Contract for VMWare Cloud Foundation software Licensing between OARNet and the Fairfield County Board of Commissioners [Information Technology]

Fairfield County Job and Family Services

2024-12.03.ll A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a Memo Expenditure for Fund #2072, Public Children's Services [JFS]

2024-12.03.mm A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]

2024-12.03.nn A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]

2024-12.03.oo A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]

2024-12.03.pp A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]

Fairfield County Juvenile/Probate Court

2024-12.03.qq A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2630, Special Projects [Juvenile/Probate Court]

2024-12.03.rr A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund [Juvenile/Probate Court]

2024-12.03.ss A Resolution Authorizing the First Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services [Juvenile/Probate Court]

2024-12.03.tt A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 General Fund [Juvenile/Probate Court]

2024-12.03.uu A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2408 Drug Court [Juvenile/Probate Court]

Fairfield County Prosecutor

2024-12.03.vv A Resolution Authorizing the Approval of an Agreement by and between the Fairfield County Prosecutor and the Township of Violet [Prosecutor]

Fairfield County Regional Planning Commission

- 2024-12.03.ww A Resolution Authorizing the Contract, Notice to Proceed and Notice of Commencement to Flecto, LLC for CDBG PY2022, Village of Pleasantville Otte Park Concessions and Restroom Pavilion Project [Regional Planning Commission]
- 2024-12.03.xx A resolution to approve the Monomoy CRE, Final Plat [Regional Planning] [Regional Planning Commission]
- 2024-12.03.yy A Resolution to Approve and Adopt Revisions to the Fairfield County Subdivision Regulations [Regional Planning Commission]

Fairfield County Sheriff

- 2024-12.03.zz A Resolution to Approve the Purchase of Three (3) Unmarked Vehicles from Greve Chrysler Jeep Dodge Following a Competitive Invitation to Bid Process [Sheriff]
- 2024-12.03.aaa A Resolution to Approve the Purchase of Seven (7) Marked Vehicles from Greve Chrysler Jeep Dodge Following a Competitive Invitation to Bid Process [Sheriff]

South Central Major Crimes Unit

- 2024-12.03.bbb A resolution to request for appropriations for receipts for 2021 Drug Law Enforcement Grant 7830 (8288) [Sheriff - Major Crimes Unit]
- 2024-12.03.ccc A resolution authorizing the approval of repayment of an advance to the General Fund from MCU 7830 MCU Drug Law Enforcement Grant. [Sheriff - Major Crimes Unit]
- 2024-12.03.ddd A resolution authorizing an account to account transfer for MCU Fund 7829 (Subfund 8353) Justice Assistance Grant 23 [Sheriff - Major Crimes Unit]

Fairfield County Transit

- 2024-12.03.eee A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Country Lane Gardens [Transit]

Fairfield County Treasurer

- 2024-12.03.fff A Resolution to Approve an Agreement for the Deposit of Public Funds between Park National Bank, a National Banking Association, and the Fairfield County Treasurer [Treasurer]

Fairfield County Utilities Department

- 2024-12.03.ggg A Resolution Authorizing the Approval of an Agreement between Braun Holdings Pickerington, LLC, and the Fairfield County Board of Commissioners [Utilities]
- 2024-12.03.hhh A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress. [Utilities]
- 2024-12.03.iii A Resolution to Approve the Contract Award for the 2025/2026 Lawn Mowing Contract with Envirosapes [Utilities]

2024-12.03.jjj A Resolution Authorizing the Purchase of a Work Truck [Utilities]

2024-12.03.kkk A Resolution Authorizing the Purchase of Two Work Trucks [Utilities]

Payment of Bills

2024-12.03.lli 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 December 10, 2024,
9:00 a.m.

Adjourn

Land Bank Board Meeting, 11:00 a.m.

Commission Connection Video, 11:30 a.m.

Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024

Review Meeting

The Commissioners met at 7:00 p.m. at the Pleasant Township Community Room, 2925 Lancaster-Thornville Rd. NE, 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; Director of Job & Family Services, Corey Clark; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Deputy Auditor, Beverly Hoskinson; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer James Bahnsen; FCFC Manager, Tiffany Wilson; and Sheriff's Deputy, Kevin Romine. Also in attendance: Elizabeth Moe, Sean Fowler, Rayna Moellendick, Joseph Palmer, Karl Elder, Mary Ann Berry, Lisa Thomas, Cathy Bitler, Betty Bennett, Patsy Cole, and Sherry Pymer.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance and thanked the Pleasantville Township Trustees and Fire Department for hosting the meeting.

Port Authority Interview, Cathy Bitler, 7:00 p.m.

Ms. Bitler spoke about her interest in serving on the Port Authority and added that some of her best memories from her career involved economic development work.

Commissioner Fix stated his appreciation for all of Ms. Bitler's community service and spoke about the importance of the Port Authority as an economic development tool.

Ms. Cordle asked if Ms. Bitler had spoken with Mr. Szabrak regarding the commitments.

Ms. Bitler stated that her other community service obligations have decreased, and she is aware of the Port Authority Board commitment.

Mr. Szabrak stated he worked closely with Ms. Bitler on the 33 Alliance Board when he first started working for Fairfield County and spoke about her ability to move initiatives forward.

Ms. Cordle added that Ms. Bitler would be joining at a time of increased activity, and it would be good to have her expertise. She anticipates drafting a resolution to have on the agenda for the December 3rd meeting to consider the appointment.

Regional Planning Commission Interview, Joe Palmer, 7:15 p.m.

Joe Palmer stated that Commissioner Fix had reached out to him to see if he would be interested in participating in the Regional Planning Commission as the education representative. Mr. Palmer stated he can offer his diverse experience as an educator.

Commissioner Fix stated he worked with Mr. Palmer on the ADAMH Board during its transition of leadership and added that he is committed to public service and offers important leadership skills.

Commissioner Davis recalled an impactful Board of Commissioners' Meeting in which Mr. Palmer participated.

Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024

Hearing for Engineer's Culvert, TR273-3.315, Stringtown Rd., Lancaster, 7:30 p.m.

Engineer Upp stated there is a large culvert on Stringtown Road between Carroll-Eastern and Marquette Roads that needs replaced. The township went to OPWC to fund the project.

Commissioner Levacy asked if the culvert was in Pleasant Township.

Pleasant Township Trustee, Rayna Moellendick, stated the section of road containing the culvert is in Greenfield Township.

Commissioner Levacy asked if anyone had comments in favor or in opposition of the culvert project.

With no further remarks, the hearing closed at 7:33 p.m.

Public Comments

Carl Elder of Richland Township offered his concerns for increased property taxes when solar energy companies receive tax abatements.

Sherry Pymer of Walnut Township supplied a letter written by an 8th generation farmer which was posted to the public comments section on the Eastern Cottontail solar project OPSB page.

Maryann Berry of Walnut Township stated that she is opposed to the Eastern Cottontail solar project and added that the project is directly next to her property. She is worried about the potential health impacts from the project.

Legal Update

None.

County Administration Update

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

Week in Review

No Commissioners' Meeting Next Tuesday

Last November, when the Commissioners passed the resolution for their 2025 meetings, it was decided that there would not be a meeting the week of Thanksgiving in 2025.

Two Meetings Remain for 2024

December 3 and December 10 are the remaining meetings for 2024. The 2025 Budget will be on the agenda for the December 10 meeting.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024

Resolution Review

There are 28 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There are 5 resolutions regarding ARP funding. Three of those resolutions allow for appropriating unappropriated funds for various projects, one approves the use of ARP funding for the Public Safety Software Project, and another approves the conversion of 2023 ARP encumbrances to current year appropriations.

Mr. Hampson stated they are nearing the end of the ARP projects.

Ms. Cordle stated she believes the county has made significant impacts in the community with the use of ARP funds and appreciates the ARP financial work performed by Bart Hampson, Jeff Porter, and others.

- There is a resolution for Fairfield County to approve, as the administrative agent for the South Central Ohio Workforce Partnership, an agreement with Aspyr; to partner on the U.S. Department of Labor Apprenticeship Building America Grant.

Mr. Szabrak stated this is a \$4,000,000 grant with Aspyr that awards them an Apprenticeship Coordinator for a five-county area and will help the Workforce Center.

- There is a resolution authorizing the repayment of an advance from EMA for the FY23 State Homeland Security Grant.
- Juvenile/Probate Court has 4 resolutions. The first is an MOU with the Fairfield County Educational Center Truancy Intervention Program. The additional three resolutions are for the Guardianship Services Board and ADAMH, DD, and FMC.

Budget Review

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

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Governor's Executive Workforce Board Meeting, November 20, 2024, 2:00 p.m., Central Ohio ESC, 2080 Citygate Dr., Columbus
- Family and Children First Full Council Meeting, November 21, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Lancaster-Fairfield Community Action Agency Board of Directors Meeting, November 21, 2024, 11:30 a.m., Tussing Road Government Services Building, 11050 Tussing Rd., Pickerington
- Lancaster Festival Meet and Greet with Music Director Candidates, November 21, 2024, 6:00 p.m., Rhonemous Cellars, 1511 George Rd., Lancaster

Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024

- South-Licking Water Conservancy District Meeting, November 26, 2024, 3:00 p.m., Agricultural Center, 771 E. Main St., Newark
- Lancaster Lady Gales Cross Country Recognition, November 26, 2024, 4:30 p.m., Lancaster City Schools Office, 2780 Coonpath Rd., Lancaster
- Presentation of Proclamation, December 16, 2024, 7:30 a.m., Auditor's Real Estate and GIS Building, 108 N. High St., Lancaster, Scott Brown, Regional Liaison - Ohio Auditor of State, to Present to Dr. Carri Brown in Honor of Excellence in Government Leadership Award

Correspondence

- Expedited Type II Annexation, 151.9 +/- Acres from Violet Township into the City of Pickerington, Agent for the Petitioner – Tom Hart, Revised Petition Received November 18, 2024
- Letter from County Administrator, Aundrea Cordle, Regarding: Retire/Rehire, November 12, 2024
- Counties Current, Congratulatory Announcement to Commissioner Levacy on Induction into the Ohio Veterans Hall of Fame
- Press Release, Office of the County Auditor, November 12, 2024, "Fairfield County Auditor to Present at County Auditors Conference"
- Letter from Post Consumer Brands Regarding Employee Separations, November 8, 2024
- Letter from MS Consultants, Inc. Regarding: North Walnut Township Storm Water Conveyance Project, November 7, 2024
- Lancaster Eagle Gazette, Ava Agoranos, November 14, 2024, "New Engineering Tech Lab Will Provide Opportunities to Expand Skills, Earn Degrees"
- Lancaster Eagle Gazette, Jeff Barron, November 11, 2024, "The Fairfield County Veterans Service Commission Office Can Help with Veteran Issues"
- Memo, Dr. Carri Brown, County Auditor, November 14, 2024, Subject: The Effect of Development on Assessed Valuation
- Fairfield County Auditor's Notary Public Fact Sheet
- Fairfield County Auditor's "Wins of the Week", November 14, 2024
- Flyer, 2024 MORPC Accomplishments
- Letter, Mid-Ohio Regional Planning Commission, Regarding: MORPC 2024 Return on Investment and MORPC Financials, November 12, 2024
- Correspondence Regarding Industrial Solar Projects
- Letter, Fairfield County Regional Planning Commission, Subject: USDA Regional Food System Partnership Grant, November 15, 2024
- Notice, USDA Agricultural Marketing Service, Transportation and Marketing Regional Food System Partnerships Program, Fiscal Year 2024 Description of Funded Projects
- Notice, Ohio Department of Commerce, Division of Liquor Control, "Objections to Renewal of a Retail Liquor Permit", November 13, 2024
- Newsletter, Eastern Cottontail Solar Project, Our Commitment to Solar Grazing, Issue 9, 2024

Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024

Old Business

Mr. Szabrak stated that the Engineering Tech Lab ribbon cutting was a wonderful event. He added that he later received a call from a local manufacturer who wished to get involved with the Workforce Center.

Commissioner Fix spoke about visiting the monument at the State House for Veteran inductees. He also visited the Village of Bremen regarding their Land use Plan and stopped at a great restaurant called Hub and Grub. He, along with Engineer Upp and Director Vogel, met with the State Directors of Transportation and Development about the Route 33 interchange in Pickerington. He was a part of a press conference on housing with Columbus Mayor Ginther where he stated that local governments need to play a part in planning. Pleasant twp is updating their land use and zoning code.

Commissioner Davis spoke about reviewing the MCJDC budget proposals. He added that MDJDC moved their meeting due to not having quorum and that Fairfield County would have a \$400,000 operational contribution with the highest proposed MCJDC budget.

New Business

Commissioner Fix stated he would be speaking to Greenfield Township, and at a joint meeting to the Village of Baltimore and Liberty Township, for a cooperative agreement on housing and zoning.

Engineer Upp stated the floor and apron were finished on the salt barn and would be sealed after the concrete cures.

Commissioner Fix asked where the salt is being held until it is delivered.

Engineer Upp stated they are holding off on delivery until the salt barn is complete, but it is currently being held at their supplier. He added that the salt barn will save costs on delivery and storage.

Commissioner Levacy asked if the salt barn will eliminate storage fees.

Engineer Upp stated that due to the last two mild winters, the county has had to pay to store salt.

Treasurer Bahnsen stated he attended the fall conference of the County Treasurer's Association where they discussed AI and the history of property taxes.

Clerk of Courts Meyer stated the Clerks' winter conference will take place in December and focus on training new county clerks. There will be 16 new clerks taking office in January.

Bev Hoskinson reported that the ARPA funding they received for MAPSYS solutions will be expended by the end of January and will help the 60 taxing authorities that report to the Budget Commission. It eliminates everything being sent via email by having the automated solution. The Auditor's Office had a three-day Tyler Technologies training course, and thanked Tony Vogel and Utilities for hosting.

The Pleasant Township Trustees thanked the Commissioners for meeting in their facility and the Commissioners stated their sincere appreciation for Pleasant Township's hospitality.

**Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024**

Regular (Voting) Meeting

The Commissioners met at 7:00 p.m. at the Pleasant Township Community Room, 2925 Lancaster-Thornville Rd. NE, 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; Director of Job & Family Services, Corey Clark; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Deputy Auditor, Beverly Hoskinson; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer James Bahnsen; FCFC Manager, Tiffany Wilson; and Sheriff's Deputy, Kevin Romine. Also in attendance: Elizabeth Moe, Sean Fowler, Rayna Moellendick, Joseph Palmer, Karl Elder, Mary Ann Berry, Lisa Thomas, Cathy Bitler, Betty Bennett, Patsy Cole, and Sherry Pymer.

Announcements

There were no announcements.

Approval of Minutes for November 12, 2024

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for Tuesday, November 12, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

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:

- 2024-11.19.a A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

- 2024-11.19.b A resolution approving an account to account transfer in a major object expense category for the Facilities Budget, General Fund# 1001.

- 2024-11.19.c 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 the public safety software project.

- 2024-11.19.d A resolution of conversion of prior year 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876

- 2024-11.19.e A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

**Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024**

2024-11.19.f A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

2024-11.19.g A resolution approving an account to account transfer in a major object expense category for the Information Technology (IT) Budget, General Fund# 1001.

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

Approval of Resolutions from the Fairfield County Clerk of Courts – Legal Division

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 Clerk of Courts – Legal Division:

2024-11.19.h A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

2024-11.19.i A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

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

Approval of Resolutions from 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 resolutions from the Fairfield County Court of Common Pleas:

2024-11.19.j A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2839 Common Pleas Recovery Court Grant.

2024-11.19.k A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 1001, Common Pleas Court 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 Fairfield County Economic & Workforce Development

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

2024-11.19.l A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

Mr. Szabrak commended the collaboration in Fairfield County and with regional partners.

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

**Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024**

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

2024-11.19.m A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2708 (8331) FY23 State Homeland Security Grant.

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 Engineer

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

2024-11.19.n A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

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:

2024-11.19.o A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

2024-11.19.p A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency

2024-11.19.q A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

2024-11.19.r A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Job & Family Services; Children Services Fund # 2072.

2024-11.19.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Anchored Immense Movement.

2024-11.19.t A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 1 Trust Group Home, LLC.

**Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024**

2024-11.19.u A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Juvenile & Probate Court

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

2024-11.19.v A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Cener

2024-11.19.w A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Alcohol, Drug, and Mental Health Board

2024-11.19.x A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Fairfield County Board of Developmental Disabilities

2024-11.19.y A Resolution to Approve a Contract by and between Fairfield County Probate Court and Fairfield Medical 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 Regional Planning Commission

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

2024-11.19.z A resolution to approve Conditional Acceptance of the Spring Creek Subdivision Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road 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 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:

2024-11.19.aa 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

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

WHEREAS, to retain a reasonable method by which any person can determine the dates, times, and locations of the Fairfield County Board of Commissioners' Review Session, Regular Meeting, and Special Meeting Dates, and pursuant to R.C. 121.22 (F), the Board of Commissioners wishes to rescind resolution 2024-10.29.b; and

WHEREAS, pursuant to R.C. 305.06, the Fairfield County Board of Commissioners desires to reestablish Commission Meeting dates.

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

Section 1. That the Board of Fairfield County Commissioners approves the following as Commission Meeting dates and times:

Commissioners' Review Session and Regular Meetings: Tuesday, January 7, 2025, January 14, 2025, January 21, 2025, January 28, 2025, February 11, 2025, February 18, 2025, February 25, 2025, March 11, 2025, March 18, 2025, March 25, 2025, April 1, 2025, April 8, 2025, April 22, 2025, April 29, 2025, May 6, 2025, May 20, 2025, June 3, 2025, June 10, 2025; June 17, 2025, June 24, 2025, July 8, 2025, July 15, 2025, July 22, 2025, July 29, 2025, August 12, 2025, August 19, 2025, August 26, 2025, September 9, 2025, September 16, 2025, September 23, 2025, September 30, 2025, October 7, 2025, October 14, 2025, October 21, 2025, October 28, 2025, November 4, 2025, December 2, 2025, December 9, 2025; 9:00 a.m., 210 E. Main St., Lancaster; and

Commissioners' Review Session and Regular Meeting: Tuesday, April 15, 2024, 1:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster; and

Commissioners' Review Session and Regular Evening Meetings: Tuesday, February 4, 2025, 210 E. Main St., Lancaster; March 4, 2025, Greenfield Township Fire Department, 3245 Havensport Rd., Carroll; May 13, 2025, Wigwam Event Center 10190 Blacklick-Eastern Rd. NW, Pickerington; August

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

5, 2025, Rushcreek Township Fire Department, 201 Marietta St., Bremen; November 18, 2025, Berne Union Local Schools, 506 North Main St., Sugar Grove; 7:00 p.m.; and

Roundtable Meetings: Tuesday, February 25, 2025, Fairfield County Agricultural Center, 831 College Ave., Lancaster, OH 43130; July 15, 2025, The Fairfield Center, 12933 Stonecreek Dr., Pickerington, November 4, 2025, Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll, 1:00 p.m. – 4:00 p.m.; and

Budget Hearings: Tuesday, October 7, 2025, October 14, 2025, October 21, 2025, October 28, 2025, 11:00 a.m. – 4:00 p.m., 210 E. Main St., Lancaster; and

Leadership Conference: Tuesday, April 15, 2025, 8:00 a.m. – 12:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster; and

State of the County: Tuesday, September 30, 2025, 11:00 a.m. – 1:00 p.m., The Sheridan Center, 1550 Sheridan Dr., Lancaster.

Section 2. This resolution will be posted on the website.

Section 3. Any news media may request notification of all special and emergency meetings. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as indicated in Sections 4 and 5 of this Resolution.

Section 4. For Special Commission meetings, the Commission will provide at least 24 hours' notice to requesting-media via email and will post the meeting on its website and on the bulletin board on the 3rd floor of the Administrative Courthouse located at 210 East Main Street.

Section 5. For Emergency Commission meetings, the Commission will immediately notify requesting media via email and will post the meeting on its website and on the bulletin board on the 3rd floor of the Administrative Courthouse located at 210 East Main Street.

2024-12.03.a

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

Section 6. Any person may request advance notification of all meetings at which a specific type of public business is to be discussed. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as necessary.

Prepared by: Rochelle Menningen

Prosecutor's Approval Page

Resolution No.

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

(Fairfield County Commissioners)

Approved as to form on 11/21/2024 10:26:23 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.a

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.b

A Resolution to approve a lease agreement for the South Central Major Crimes Unit and The Fairfield County Commissioners

WHEREAS, the South Central Major Crimes Unit desires to continue a lease agreement for office space at 240 Baldwin Avenue Lancaster, OH 43130; and

WHEREAS, the Assistant Prosecuting Attorney approves agreement as to form; and

WHEREAS, the Board President of the Fairfield County Commission is requested to sign the attached lease agreement between The Fairfield County Commissioners and the South Central Major Crimes Unit.

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

Section 1. That the President of the Fairfield County Board of Commissioners hereby approves and signs the attached contract with The South Central Major Crimes Unit.


Prepared by: Aundrea N. Cordle
Cc: Scott Duff
Christy Noland

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.***

LEASE FOR REAL ESTATE

This lease is made and entered into on the 1st day of January 2025, between the Fairfield County Board of Commissioners, 210 East Main Street, Room 301, Lancaster, Ohio, 43130, (hereinafter "Landlord"); and the South Central Ohio Major Crimes Unit, 240 Baldwin Drive, Lancaster, Ohio 43130; (hereinafter "Tenant").

WHEREAS, Landlord is the owner of land and improvements commonly known and numbered as 240 Baldwin Drive Lancaster, Ohio. (hereinafter "Premises"); and

WHEREAS, Landlord has approximately 5,650 S.F. of space available in the existing building for administrative purposes, as indicated on Exhibit A; and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions, and provisions herein set for.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, it is agreed:

1. Term. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning January 1, 2025, and ending December 31, 2025. If Tenant vacates the Premises prior to 11:59 p.m. on December 31, 2025, then Tenant shall provide the Landlord with written notice that Tenant has vacated the Premise, but in all events, the lease shall terminate at 11:59 p.m. on December 31, 2025, unless otherwise extended in writing by the parties.
2. Rent. Tenant shall pay to Landlord during the Term rent in the amount of \$22,200 per year.
3. Market Value. The Landlord is accepting rent of \$22,200 per year based on the available resources of the Tenant and the shared public mission for the Landlord and Tenant. The actual lease market value is \$79,100 for office space and \$30,000 for vehicle storage. The in-kind contribution to the Tenant is \$86,900 annually.
4. Repairs and Maintenance. During the Lease term, Landlord shall be responsible for all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors, walls, ceiling, major mechanical systems, roof, and other parts of the Premises damaged or worn through normal occupancy, subject to the obligations of the parties otherwise set for in this Lease.

Landlord shall further be responsible for the janitorial services and maintenance of the Premises including the building and parking lot area. Landlord shall be responsible for maintaining the entire Premises in accordance with the standard that is acceptable to Landlord.

5. Alterations. Tenant shall make no alterations to the Premises without the written permission of Landlord. All personal property belonging to Tenant, including equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the

commencement of the Lease term or placed or installed on the Premises by Tenant, thereafter, shall remain Tenant's property free and clear of any claim by Landlord.

Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Premises caused by such installation or removal shall be repaired by Tenant at Tenant's expense.

6. Utilities. Tenant shall, during the term of this Lease, be responsible for all utilities costs for the Premises, and shall monthly reimburse Landlord for these costs, except for telephone costs which will be borne by the Landlord. Utility costs shall be 6% of the total costs for the entire Baldwin Drive campus and will be billed quarterly.
7. Damage by Fire. If the Premises is damaged by fire or other casualty. Landlord shall repair it within a reasonable time unless the casualty renders the Premises untenable. in which case this Lease shall terminate. If only a portion of the Premises is rendered untenable, the Tenant may, with mutual agreement of Landlord, alternatively choose to continue in possession.
8. Right of Entry. Landlord shall have the right to enter the Premises at all times to inspect, to enforce this Lease, and, after notification of termination is given by either Landlord or Tenant. to show the Premises to prospective Tenants or Purchasers.
9. Parking. During the term of this Lease. Tenant shall have the use of the off street automobile parking space's location on the property of the Premises.
10. IT Building Access Procedures. The Premises is accessible via electronic access control means. Access is coordinated alongside tenant as deemed appropriate and provided by the Fairfield County Information Technology department.
11. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

12.

If to Landlord:
Fairfield County Board of Commissioners
210 East Main Street. Room 301
Lancaster. Ohio 43 130

If to Tenant:
Fairfield-Hocking-Athens Major Crimes Unit
240 Baldwin Drive
Lancaster. Ohio 43130

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.


13. Waiver. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated. and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
14. Successors. The provisions of this Lease shall extend to and be binding upon Landlord and tenant and their respective legal representatives, successor, and assigns. This lease is not assignable by Tenant to any other person or entity without the written consent of Landlord.
15. Compliance with Law. Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.
16. Final Agreement. This Agreement terminated and superseded all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. The terms of this Lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties thereto and all covenants are to be construed as conditions of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Fairfield County Board of Commissioners

By: _____, President David L Levacy

South Central Major Crimes Unit

By:  _____, Interim Commander, Scott Duff

Prosecutor's Approval Page

Resolution No.

A Resolution to approve a lease agreement for the South Central Major Crimes Unit
and The Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 11/18/2024 2:21:10 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.b

A Resolution to Approve a Lease Agreement for the South Central Major Crimes Unit
and The Fairfield County Commissioners

(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 fund to fund transfer for JFS administrative services for FCFC

WHEREAS, Job and Family Services (JFS) fiscal department assists in administering Family Children First Council's financial activities; and

WHEREAS, the cost for 2024 was \$3,344.54 for JFS to administer the financial activities; and

WHEREAS, it is necessary to transfer the cash to reimburse JFS for their costs.

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 \$3,344.54 hereby authorized as follows:

From: 12100149 700020 JFS for FACF Admin, transfer Out
To: 12201807 439100 Public Assistance Fund transfers in

Prepared by: Staci Knisley
cc: Job & Family Services

Knisley, Staci A

From: Hampson, Bart A
Sent: Tuesday, November 19, 2024 7:44 AM
To: Knisley, Staci A
Subject: FCFC JFS Fiscal Reimbursement for first half of 2024
Attachments: FCFC Hours Cost Tracker 2024.xlsx


Staci,


Please reimburse JFS for their expenses related to the first half of 2024.

The total cost is \$3,344.54.

Thanks,

Bart Hampson, MSM
Budget Director

 210 E. Main St.
Lancaster, OH
43130

 740-652-7089 (t)
740-503-5525 (c)
740-687-6048 (f)

 www.co.fairfield.oh.us



Signature Page

Resolution No. 2024-12.03.c

A Resolution Authorizing a Fund-to-Fund Transfer for JFS Administrative Services
for FCFC

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an application to the Ohio Department of Transportation (ODOT) for FY25 ODOT Matching Grant funds.

WHEREAS, the application for \$3,760 of FY25 ODOT matching grant funds for the Federal Aviation Administration (FAA) FY 24 grant# 3-39-0044-036-2024 is due by December 31, 2024; and

WHEREAS, ODOT requires a resolution from the Board of Commissioners and the Fairfield County Airport Authority Board for said application.

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

Section 1. That the Board of Commissioners approve the application of FY25 ODOT matching funds in the amount of \$3,760.

Resolution # _____

The Fairfield County Board of Commissioners (“the Board”) met on _____, 2024 with the following members present:

The following resolution was presented by _____ who moved its adoption and seconded by _____:

WHEREAS, The Fairfield County Airport is in need of improvements and those improvements will be accomplished through the Crack Seal Runway 10/28 (5,004’ x 75’) project. The Ohio Department of Transportation, Office of Aviation, is accepting applications for FY 2025 Airport Improvement Program Grants, and

WHEREAS, the Board desires to authorize the Fairfield County Board of Commissioners to submit an application for funding and execute the grant contract and any related documents for the FY 2025 Grant Program,

NOW THEREFORE, BE IS RESOLVED, that an application be submitted to the Ohio Department of Transportation in the amount of \$3,760.00 for the Crack Seal Runway 10/28 (5,004’ x 75’) Project by the Fairfield County Board of Commissioners and once a Grant offer is received from the Ohio Department of Transportation this Board authorizes the Aundrea Cordle, county administrator of the Fairfield County Board of Commissioners to execute the Grant contract and all related documents and to manage the grant as necessary inclusive of amendments to the Grant contract and submission of applications for payment associated with the Grant as required by the Ohio Department of Transportation.

CERTIFICATION : Whereupon the resolution was declared adopted.

I, _____, as _____ of the _____ have compared the foregoing copy of the resolution with the original resolution now on file in this office which was duly passed by the _____ on the ___ day of _____ 2024, and that the same is a correct and true copy of said resolution.

Signed

Printed Name, Title, and Date

Signature Page

Resolution No. 2024-12.03.d

A Resolution Approving an Application to the Ohio Department of Transportation (ODOT) for FY25 ODOT Matching Grant funds

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the disposal of Fairfield County surplus property by internet auction for Calendar Year 2025

WHEREAS, Section 307.12 of the Ohio Revised Code authorizes counties to dispose of unneeded, obsolete or unfit personal property by Internet Auction; and

WHEREAS, ORC 307.12 requires the Board of Commissioners to approve on an annual basis use of internet auctioning of unneeded, obsolete or unfit personal property including motor vehicles; and

WHEREAS, GovDeals, Inc. offers an online service for auction items; and

WHEREAS, auction items will be posted for ten (10) days minimum before closing bids.

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

Section 1. That the use of GovDeals Incorporated for the disposal of unneeded, obsolete or unfit personal property by Internet Auction is hereby approved for Calendar Year 2025.

Section 2. That the Payroll Clerk of the Board will advertise the notice of disposal twice in the Lancaster Eagle Gazette.

Section 3. GovDeals, Inc. can be viewed by the public @ www.govdeals.com.

Prepared by: Christina Foster, Commissioners' Office

Signature Page

Resolution No. 2024-12.03.e

A Resolution Authorizing the Disposal of Fairfield County Surplus Property by
Internet Auction for Calendar Year 2025

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

72730800 436100	Parks Interest Income	\$	237.28
71701247 436100	WIC Interest Income	\$	264.11
71732153 436100	Bioterrorism Interest Income	\$	343.71
81786520 436100	Port Authority Interest Income	\$	0.48
	Total - Agency Funds	\$	845.58

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

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

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 845.58

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

Interest Report Fairfield County October 2024

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
October 7, 2024	\$120,006.18	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT I NV
October 7, 2024	\$44,212.86	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 7, 2024	\$100,450.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 9, 2024	\$5,700.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 16, 2024	\$25,133.34	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 25, 2024	\$952.60	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 25, 2024	\$40,952.60	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 30, 2024	\$87,202.60	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 30, 2024	\$735.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 30, 2024	\$55,752.83	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
October 30, 2024	\$1,075.39	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM:

\$482,173.40

DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **October 31, 2024**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

		TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: October 30, 2024		35,606.39	276,559,017.73	276,594,624.12
Pay-Ins		330,452.06		330,452.06
Vendor's Licenses	LICVEN	0.00		0.00
Manuf. Home (MH-OH)	7116	0.00		0.00
Manuf Home (MH-EQ)	7504	0.00		0.00
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	13,229.64		13,229.64
Escrow Prepayment	7113	2,187.06		2,187.06
Undivided Estate Tax	7115	0.00		0.00
Prepay Overage	7787	1,165.62		1,165.62
		0.00		0.00
Tax Refund	7109RF	0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	0.00		0.00
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total	347,034.38			
Investments:	Total from Chart 2 b	1,000,000.00		1,000,000.00
Misc.	Total from Chart 2 a	0.00		0.00
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	0.00		0.00
		0.00		0.00
Checks from Depository (schedule E)		236,947.39		236,947.39
Deposited with:				
Banks (schedule D)			121,215.15	121,215.15
ACH & Wire Total (schedule B)			1,215,643.90	1,215,643.90
Investment:	Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)				
		1,583,981.77	1,336,859.05	2,920,840.82
TOTALS INCLUDING BALANCE				
		1,619,588.16	277,895,876.78	279,515,464.94
Disbursement:				
*	Wire & ACH Debits (schedule F)	0.00		0.00
				0.00
General Warrants (Fairfield Nat'l Bank)		236,947.39		236,947.39
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		1,336,859.05		1,336,859.05
Checked from Depository				
Banks (Schedule E)			236,947.39	236,947.39
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		1,000,000.00	1,000,000.00
*	Total from Chart 2 a		0.00	0.00
Wires & ACH Debits (schedule F)			0.00	0.00
TOTAL		1,573,806.44	1,236,947.39	2,810,753.83
Balance at Close of Business Above Date		45,781.72	276,658,929.39	276,704,711.11

TREASURY	45,781.72
LEDGER	6,356,165.55
ICS	2,000,000.00
INVESTMENTS	268,302,763.84
sub total	276,704,711.11
FORM 6	276,704,711.11
	0.00

Drawer	1,336.45
Safe	3,013.00
PNP	5,140.46
Checks	36,291.81
Total Treasury	45,781.72

Treasurer's Office, Fairfield County, Ohio
Lancaster, Ohio **October 31, 2024**

To the County Auditor:

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

31ST day of OCTOBER

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

James N. Bahman County Treasurer
Jennifer E. D'Angelo Fiscal Specialist

James N Bahnsen

210 East Main Street

November 21, 2024

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

Dear Staci,

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

24-~~Nov~~^{XXXX} October

2591 CDBG Rehab Mortgage Refunds	\$104.89
2675 CDBG Project Income	\$5.20
7113 Prepayment Fund	\$2,546.43
2716 RLF/CDBG Fund	\$161.17
2717 RLF/D Fund	\$871.39
2718 EDA RLF Cares Act 2020	\$582.01
2861 Cyber Security Measures Impl Fund	\$4.47
7308 Fairfield County Historical Parks	\$237.28
7012 WIC Grant	\$264.11
7321 Bioterrorism Grant	\$343.71
5376 Self Fund Health Care	\$8,930.96
7865 Fairfield Port Authority (Econ Dev)	\$0.48

Total **\$14,052.10**

Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

OCT 24

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$60,105.34
End of Month Balance:	60,401.94
Average of Beginning and Ending Balance(A):	\$60,253.64

All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37

Total Investment Income for the Month:	\$482,173.40
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(A) as a percent of (B):	0.000217534
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Amount to be Allocated to Fund:	\$104.89
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OCT 24

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,980.80
End of Month Balance:	\$2,995.51
Average of Beginning and Ending Balance(A):	\$2,988.16
All County Funds Beginning Balance:	277,564,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	1.07882E-05
Amount to be Allocated to Fund:	\$5.20

OCT 24

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$977,361.76
End of Month Balance:	\$1,948,235.47
Average of Beginning and Ending Balance(A):	\$1,462,798.62
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.005281157
Amount to be Allocated to Fund:	\$2,546.43

OCT 24

RLF/CDBG FUND

Fund Number: 2716
Beginning Balance: \$89,851.89
End of Month Balance: \$95,313.53
Average of Beginning and Ending Balance(A): \$92,582.71

All County Funds Beginning Balance: 277,264,245.62
All County Funds Ending Balance: 276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B): \$276,984,478.37

Total Investment Income for the Month: \$482,173.40

(A) as a percent of (B): 0.000334252

Amount to be Allocated to Fund: \$161.17

OCT 24

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$494,645.31
End of Month Balance:	\$506,489.81
Average of Beginning and Ending Balance(A):	\$500,567.56
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.001807204
Amount to be Allocated to Fund:	\$871.39

OCT 24

2718-EDA RLF CARES ACT 2020

Fund Number: 2718

Beginning Balance: \$325,364.79

End of Month Balance: 343,311.58

Average of Beginning and Ending Balance(A): \$334,338.19

All County Funds Beginning Balance: 277,264,245.62

All County Funds Ending Balance: 276,704,711.11

Average of Beginning and Ending Balance, All County Funds(B): \$276,984,478.37

Total Investment Income for the Month: \$482,173.40

(A) as a percent of (B): 0.001207065

Amount to be Allocated to Fund: \$582.01

OCT 24
2861 CYBER SECURITY MEASURES IMPL FUND

Fund Number:	2861
Beginning Balance:	\$2,563.00
End of Month Balance:	\$2,576.65
Average of Beginning and Ending Balance(A):	\$2,569.83
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	9.27787E-06
Amount to be Allocated to Fund:	\$4.47

OCT 24

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$104,799.12
End of Month Balance:	\$167,810.92
Average of Beginning and Ending Balance(A):	\$136,305.02
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.000492103
Amount to be Allocated to Fund:	\$237.28

OCT 24

WIC

Fund Number:	7012
Beginning Balance:	\$116,833.91
End of Month Balance:	186,600.31
Average of Beginning and Ending Balance(A):	\$151,717.11
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.000547746
Amount to be Allocated to Fund:	\$264.11

OCT 24

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$188,617.99
End of Month Balance:	206,265.17
Average of Beginning and Ending Balance(A):	\$197,441.58
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.000712825
Amount to be Allocated to Fund:	\$343.71

OCT 24

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,037,472.12
End of Month Balance:	5,223,309.06
Average of Beginning and Ending Balance(A):	\$5,130,390.59
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.018522304
Amount to be Allocated to Fund:	\$8,930.96

OCT 24

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$276.38
End of Month Balance:	\$277.74
Average of Beginning and Ending Balance(A):	\$277.06
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	1.00027E-06
Amount to be Allocated to Fund:	\$0.48

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

November 21, 2024

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

Dear Staci,

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

Respectfully,

James N Bahnsen
Fairfield County Treasurer

ABK
Enclosures

Oct-24

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
21.18	5461	Liberty Township Sewer	12546134	436100
489.49	5469	BR - Sewer VP Utility 99	12546933	436100
154.19	5533	Liberty Township Sewer Project	12553333	436100
724.10	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
2.39	5555	BR - Sewer consolidação Bond 03	12555533	436100
485.74	5470	BR - Water VP Utility 99	12547026	436100
399.97	5534	Tussing Rd. WTF Improvement	12553426	436100
107.07	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$2,384.13

OCT 24

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,135.54
End of Month Balance:	12,195.43
Average of Beginning and Ending Balance(A):	\$12,165.49
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	4.39212E-05
Amount to be Allocated to Fund:	\$21.18

OCT 24

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$280,492.80
End of Month Balance:	281,876.95
Average of Beginning and Ending Balance(A):	\$281,184.88
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.001015165
Amount to be Allocated to Fund:	\$489.49

OCT 24

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$88,355.41
End of Month Balance:	88,791.42
Average of Beginning and Ending Balance(A):	\$88,573.42
All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37
Total Investment Income for the Month:	\$482,173.40
(A) as a percent of (B):	0.000319778
Amount to be Allocated to Fund:	\$154.19

OCT 24

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$415,392.29
End of Month Balance:	416,521.05
Average of Beginning and Ending Balance(A):	\$415,956.67

All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37

Total Investment Income for the Month:	\$482,173.40
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(A) as a percent of (B):	0.001501733
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Amount to be Allocated to Fund:	\$724.10
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OCT 24

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,367.98
End of Month Balance:	1,374.73
Average of Beginning and Ending Balance(A):	\$1,371.36

All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37

Total Investment Income for the Month:	\$482,173.40
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(A) as a percent of (B):	4.95102E-06
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Amount to be Allocated to Fund:	\$2.39
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OCT 24

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$278,345.54
End of Month Balance:	279,719.16
Average of Beginning and Ending Balance(A):	\$279,032.35

All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37

Total Investment Income for the Month:	\$482,173.40
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(A) as a percent of (B):	0.001007393
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Amount to be Allocated to Fund:	\$485.74
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OCT 24

TUSSING RD WTF IMP

Fund Number: 5534
Beginning Balance: \$228,738.25
End of Month Balance: 230,788.09
Average of Beginning and Ending Balance(A): \$229,763.17

All County Funds Beginning Balance: 277,264,245.62
All County Funds Ending Balance: 276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B): \$276,984,478.37

Total Investment Income for the Month: \$482,173.40

(A) as a percent of (B): 0.000829516

Amount to be Allocated to Fund: \$399.97

OCT 24

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$59,112.24
End of Month Balance:	63,903.94
Average of Beginning and Ending Balance(A):	\$61,508.09

All County Funds Beginning Balance:	277,264,245.62
All County Funds Ending Balance:	276,704,711.11
Average of Beginning and Ending Balance, All County Funds(B):	\$276,984,478.37

Total Investment Income for the Month:	\$482,173.40
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(A) as a percent of (B):	0.000222063
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Amount to be Allocated to Fund:	\$107.07
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Signature Page

Resolution No. 2024-12.03.f

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.g

A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

WHEREAS, appropriations were approved in resolution 2022-06.21.d; and

WHEREAS, appropriate from unappropriated funds will allow the budget to increase in the major category expense for Capital Outlay.

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:

\$221,535.69 – 12287600 Capital Outlay

For County Auditor Use Only:

Section 1. Update the following appropriations:

\$221,535.69 12287600 573700 R511c Water - ARP

Signature Page

Resolution No. 2024-12.03.g

A Resolution approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Fairfield County Transit is preparing for an exciting rebrand, transitioning from its former identity as Lancaster-Fairfield Public Transit to a fresh new name: *The Link*. This rebrand includes a complete logo redesign that is adaptable across various mediums. As part of the rebranding effort, the new branding will be applied across a variety of assets, including bus wraps, signage, brochures, and digital platforms; and

WHEREAS, project number R61v has been assigned to the transportation rebranding.

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

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

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

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

12287600 Contractual Services	\$ 20,057.45
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For County Auditor Use Only:

Section 2. Update the following appropriations:

\$20,057.45 12287600 530000 R61v Contract Services

Signature Page

Resolution No. 2024-12.03.h

A Resolution to Approve an Authorized use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds; and Memo Receipt/Memo Expense for the County ARP Fiscal Recovery Fund, #2876, Transportation

(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 to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

WHEREAS, appropriations were approved in resolution 2021-07.13.f; and

WHEREAS, appropriate from unappropriated funds will allow the budget to increase in the major category expense for Personal Services and Fringe Benefits.

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:

\$144,582.19 – 12287600 Personal Services
\$ 41,587.77 – 12287600 Fringe Benefits

For County Auditor Use Only:

Section 1. Update the following appropriations:

\$144,582.19 12287600 511010 R71a - *Personal Services*

\$ 2,096.44 12287600 522000 R71a - *Fringe Benefits*

\$ 20,241.51 12287600 523000 R71a - *Fringe Benefits*

\$ 51.33 12287600 521100 R71a - *Fringe Benefits*

\$ 19,198.49 12287600 521000 R71a - *Fringe Benefits*

Signature Page

Resolution No. 2024-12.03.i

A Resolution Approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876

(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 Entering into an Agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program Services for 2025

WHEREAS, HB 592 was passed in 1988, requiring the state to be divided into solid waste districts and that the districts became responsible for managing and reducing their solid waste; and

WHEREAS, the CFLP Solid Waste District was formed in accordance with HB 592 in March 1989 as a joint four-county solid waste management district; and

WHEREAS, the CFLP Solid Waste District Policy Committee ratified district fees in September 1989 to implement its solid waste management plan, that includes recycling drop-off that meets or exceeds minimum criteria for receiving access credit, institutional recycling, education and outreach services to increase recycling, litter collection on public land; and

WHEREAS, the CFLP Solid Waste District has included funding for those provisions in its approved solid waste management plan and its 2024 budget; and

WHEREAS, Fairfield County has requested financial assistance from the CFLP Solid Waste District to provide such services.

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 agreement (exhibit A) between the County and CFLP Solid Waste District for 2025 Recycling Services and Education Program Services for Fairfield County.

Section 2. That the Board President sign the 2025 Recycling Services and Education Program Services agreement between Fairfield County and CFLP Solid Waste District.



November 15, 2024

Commissioner Dave Levacy
Fairfield County Commissioners
Fairfield County Courthouse
210 E. Main St.
Lancaster, OH 43130

Dear Dave,

This letter is to notify you that the Board of Directors voted to award your 2025 contract in the amount of \$1,106,620.99 to support countywide residential drop-off and institutional recycling, education-outreach, and litter collection.

Please read this contract agreement very carefully before signing it, as it contains your obligations under this contract.

Please sign both copies of the contract agreement, date your signature, have your signature witnessed and return both copies to the District Office. DO NOT FILL IN THE EFFECTIVE DATE ON THE FIRST PAGE. Once it is signed by our Board Chair, the effective date will be filled in and we will return one copy to you for your records. Barring any unforeseen delays, the contract will begin January 1, 2025. Only at that time may you begin to expend contract funds. You may not obligate contract funds prior to the effective date, nor reimburse for prior expenditures.

You have listed Jennifer Kolometz as the contact person for this contract. Unless you indicate otherwise, all correspondence and report forms will be sent directly to her. **You will still be responsible for this contract and must sign all budget revisions (unless you delegate – in writing - the authority to sign revisions to someone else).**

Please do not hesitate to call our office at 740-349-6308 if you have any questions. Congratulations on the award. We look forward to working with you in the coming year.

Sincerely,

Kim Masters
Director

enclosures

**CFLP SOLID WASTE DISTRICT
RECYCLING AND EDUCATION PROGRAM
2025 CONTRACT FOR SERVICES**

This contract made the _____ day of _____, _____, effective the same date, is executed in two copies, each copy to constitute an original, by and between the Board of Directors of the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District (“District”), with offices at 675 Price Rd., Newark, Ohio, 43055, and the Fairfield County Commissioners (“Contractor”) with offices at 210 E. Main Street, Fairfield County Courthouse, Lancaster, OH 43130.

WITNESSETH:

WHEREAS, HB 592 was passed in 1988, requiring the state to be divided into solid waste districts and that the districts became responsible for managing and reducing their solid waste, and

WHEREAS, the CFLP Solid Waste District was formed in accordance with HB 592 in March 1989 as a joint four-county solid waste management district, and

WHEREAS, the CFLP Solid Waste District Policy Committee ratified district fees in September 1989 to implement its solid waste management plan, that includes recycling drop-off that meets or exceeds minimum criteria for receiving access credit, institutional recycling, education and outreach services to increase recycling, litter collection on public land, and

WHEREAS, the CFLP Solid Waste District has included funding for those provisions in its approved solid waste management plan and its 2025 budget, and

WHEREAS, Fairfield County has requested financial assistance from the CFLP Solid Waste District to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The CFLP Solid Waste District agrees to enter into contract with the Fairfield County Commissioners for the amount not-to-exceed \$ \$1,106,620.99 as specified in Attachment A, for operational costs necessary to implement the proposed program:

- a) maintain the portion of county-wide residential recycling collection and processing services necessary to maintain 80% access that are not provided by private contractors,

County-wide residential recycling collection services is defined as access by no less than 80% of county residents, using formulas provided by the Ohio EPA in Attachment B. Processing service is defined as sorting, storing, and shipping all materials collected from the recycling program to a market for recycling. Dropoff sites will meet, at all times, the minimum standards set forth in Attachment C.

- b) maintain institutional recycling collection and processing services from January 1, 2025 through December 31, 2025. Institutional recycling is defined as services to public schools and government offices.
- c) Education and outreach to five target audiences to increase participation in recycling and reduction programs as

specified in the county outreach plan in Attachment D.

- d) Assist in the cleanup by others, or employ a litter supervisor to use crews in cleanups of public roadways, waterways and areas.

The program shall be conducted as specifically outlined in the Contractor's 2025 Contract Application and Attachments A through D of this agreement, following the rules and guidelines set forth in the 2025 Contract Application Handbook and the 2025 Contract Manager's Manual, which are incorporated into, and are an enforceable part of this agreement for allowable costs during the period January 1, 2025 through December 31, 2025.

The Contractor specifically agrees to complete the activities listed in Attachment D by year end. The Contractor further agrees to match district funds by funding all program costs not specifically listed in Attachment A, to use contract funds only for approved and allowable programs and activities, to provide funds to operate the program until the first advance payment is received and any time during the contract period that expenditures exceed the amount of funds advanced, to submit reports by the required due dates, to create a separate line item or account for contract funds, match and all cash donations received for the contract program, and to establish an accounting procedure that satisfies State of Ohio accounting and audit procedures and guidelines.

2. Term

The term of this agreement shall commence on the first day of January 2025 and terminate upon completion of all the Contractor's obligations under this agreement.

3. Payments

The CFLP Solid Waste District shall pay the Fairfield County Commissioners \$995,958.89 in January 2025. The remainder of the award shall be paid upon receipt of the third quarter report, providing that complete and accurate quarterly reports have been submitted in a timely manner showing that the previous payment has been substantially spent, and an additional advance is necessary, and provided further that the Contractor has complied in all respects with this agreement. Payments authorized under this agreement may be withheld by the District if the Contractor has any outstanding payments due to the District from prior or current contract agreements.

4. Deliverables

The Contractor agrees to file quarterly program status reports to the District by the fifteenth of the month following the close of each calendar quarter. The forms for these reports will be provided by the CFLP Solid Waste District and will include progress summaries, weight and type of materials received at each collection location, and a listing of all expenditures made with district funds.

Contractor agrees to submit legible copies of invoices with quarterly reports to document allowable expenditures. Invoices must be dated, contain the name and address of the vendor and purchaser, a detailed itemization of the purchase, and the total amount due. Copies of all invoices claimed within this contract must be maintained by the contractor for a period not less than one year following the financial review of the contractor's records and shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with sections 9.234 and 9.235 of the Revised Code.

All financial books and records of the contractor and subcontractor that pertain to the contract and subcontracts shall be open to inspection pursuant to Section 9.235 of the Revised Code and shall be held to standards consistent with generally accepted accounting principles.

5. Revisions

If the Contractor wishes to revise any portion of this contract, a program revision form must be submitted to the

District and approved in writing by the District Director prior to the revision becoming effective. The District has the authority to reject any revision if the request is not in compliance with the District's Solid Waste Management Plan and the approved contract program. Program revisions may include, but are not limited to, the number or location of drop-off bins, the materials collected, or the hours of access.

6. Financial Review

Pursuant to Section 9.234(B) of the Revised Code, the financial review cannot be waived by the District. Pursuant to Section 9.235 of the Revised Code, the financial books and records of the contractor and subcontractors that pertain to the contract and subcontracts shall be open to inspection by the District.

7. Subcontracts

A Subcontract is defined for the purpose of these contracts to mean the aggregate of services that are purchased by the primary contractor from another party to fulfill all or part of the contractor's obligations under the district contract that exceed \$25,000 or 25% of the total contracted amount.

Should the contractor award a subcontract to a person or entity, the subcontract shall be in writing, awarded in conformance with applicable bid procedures, and conform to ORC Section 9.231 – 9.238 and this contract. Copies of subcontracts must be submitted with quarterly reports to the District to document compliance.

Pursuant to rules promulgated under section 9.237 of the Revised Code, all subcontracts shall contain a clause giving notice of the remedies available to the District if the money under the subcontract is not expended on direct costs as required, and a clause requiring the subcontractor to maintain records documenting direct costs for a period of not less than one year following financial review by an independent public accounting firm or the auditor of state.

8. Disposition of Unspent Funds or Funds Expended on Illegitimate Purposes

At the end of the contract year, as defined in Section 1 of this agreement, funds not expended during the year in fulfillment of the services and activities listed in Section 1 of this agreement and the approved contract budget must be returned or repaid to the District. Upon receipt of the final quarterly report for the contract year from the Contractor, the District will issue a closeout report that states the amount of funds the Contractor is due and owing the District. Repayment shall be made to the District by March 15, 2024. Repayments not received by the District by the due date are subject to a late fee of 1 ½ % per month. The District retains the right to pursue all means afforded by law to recover monies advanced in excess of contract monies earned, including those specified in ORC Section 9.236.

9. Termination

This agreement may be terminated by the CFLP Solid Waste District upon the occurrence of any of the following: A) failure to implement any of the listed activities in Section 1 of this contract, B) improper use of District contract funds for items other than are listed in Section 1 of this contract, C) failure to provide the deliverables listed in Section 4 of this contract to the District by the due dates, D) notification from the Contractor stating a wish to terminate the contract, and return any and all contract funds awarded, and/or E) the rendering of a decision by a court that this contract agreement or the funds awarded under this agreement exceeds the authority of the CFLP Solid Waste District to award contracts, or is in any other way unlawful, in whole or in part. Termination will occur immediately upon notification of the occurrence of an above listed event. Notification of termination will be sent by certified mail to the Board of County Commissioners. Further expenditures of contract funds beyond the effective date of termination are prohibited.

10. Equipment Disposition

All equipment purchased with District funds under this contract become the property of the Contractor for as long as it continues to be used for its original intended purpose as described in the approved recycling and education program.

Upon termination of use of the piece of equipment for its original intended purpose, the Contractor must notify the District in writing of the intent to dispose of the equipment. The equipment must be disposed by the following means in the order listed, with prior written approval by the District:

- a) Contractor may use equipment as a trade in for a new piece of equipment that is to be used in the approved education or litter program,
- b) With assistance from the district office, Contractor shall notify all district-contract-eligible entities that equipment is available and specify a timeframe for responding with a written request for the equipment at no cost (to be used for its original purpose under agreement with the district). If more than one entity requests the equipment, the District Board of Directors will choose a recipient.
- c) Contractor may sell the equipment to any interested bidder for its original intended purpose if no eligible applicant is found after 30 days of notice of availability. The District Board of Directors shall establish a fair market value to be obtained in the sale. This disposal option may include putting the item in a county auction.
- d) Contractor may retain ownership of the equipment by reimbursing the District fair market value of each piece of equipment.

In the event that equipment is disposed of without prior written approval of the District, the Contractor, upon written demand of the District, shall repay to the District the funds paid to the Contractor for purchase of the equipment, or such portion of the funds as the District, in its sole discretion, specifies in the written demand. Failure to repay all of the funds as specified in the written demand by the date for repayment set forth in the written demand shall constitute breach of this agreement. The county shall pay to the District its expenses of litigation, including reasonable attorney fees, that the District incurs if suit is brought by the District to secure repayment of the funds as specified in the written demand for repayment. Expenses of litigation payable to the District under the preceding sentence shall not exceed the greater of \$25,000 or the amount awarded to the Contractor for the purchase of the equipment.

11. Equipment or Personal Property Purchased with Grant Funds

Contractor shall use and maintain the equipment or personal property with all reasonable care and caution so as to maintain as high a resale value as reasonably possible, in conformance with the 2025 Contract Manager's Manual. Contractor shall maintain insurance against loss of or damage to the equipment or personal property by fire, theft, or other hazard, proceeds from which shall be payable to the District. Contractor shall not, without prior permission of the District, cause or allow the movement of the equipment or personal property to a location other than specified in the approved recycling, education or litter collection program. Contractor shall not encumber the equipment or personal property with liens, security interests, or other encumbrances.

12. Extension of Time

In the event that the Contractor is unable to complete a specific portion of the contract program within the time limits contained in the program or the District's approval of the program, an extension must be requested from and approved by the CFLP Solid Waste District Director. A request for an extension must be submitted in writing to the District no less than three weeks prior to the date for which an extension is requested. The District, in accordance with Section 7 of this agreement, upon denial of the requested extension, may terminate the agreement and demand repayment of all or a part of the contract.

13. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this agreement preceding the date of this agreement shall not be binding upon any party, except to the extent incorporated in the agreement.

14. Amendment

This agreement shall not be amended except in writing signed by all parties.

15. Validity of Provisions

Each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision or application of a provision shall, to any extent, be judged invalid or unenforceable, the remainder of this agreement and the application of that provision to the other circumstances shall not be affected.

16. Assignment

This agreement may not be assigned by either party without prior written consent of the other party.

17. Governing Law

This agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the parties have executed duplicate copies of this agreement, each of which shall be deemed an original of the date first above mentioned.

**COSHOCTON-FAIRFIELD-LICKING-PERRY
SOLID WASTE DISTRICT**

FAIRFIELD COUNTY COMMISSIONER

By: Tim Bubb, Chair

By: David Levacy

Date

Date

Witness to Signature

Witness to Signature

ATTACHMENT A

Fairfield County Recycling and Education

Contract Budget	Amount
Salaries	506,059.21
Fringes	381,923.98
Supplies	19,513.26
Postage	450.00
Equipment Purchase	16,500.00
Equipment Maintenance	31,206.00
Vehicle Purchase	0.00
Vehicle Maintenance	72,294.54
Training	2,000.00
Membership	170.00
Advertising/Print	2,524.00
Awards/Promotion	6,170.00
Signs	2,280.00
Educational Reimbursements	0.00
Workshops	2,250.00
Site Host Stipend	11,000.00
Disposal Fees	52,080.00
Handling/Transportation	0.00
Collection/Processing Services	0.00
Contingencies	200.00
TOTAL BUDGET	1,106,620.99

Attachment B Definitions

Full Service Drop-Off

2,500 persons have access in a rural area, and 5,000 persons have access in an urban area per drop-off. In order to be considered a full-service drop-off, the site must be open to the public at least 40 hours per week, and must handle all materials designated in the District's solid waste management plan to meet the access standard.

Rural area is defined as any municipality or township less than 5,000 in population. Urban area is therefore any municipality or township equal to or greater than 5,000 in population. A full service drop-off located in an urban area would be given access credit of 5,000 persons, while the same drop-off located in a rural area would result in access credit of 2,500 persons.

Multiple locations within a jurisdiction may be counted insofar as they do not exceed number needed to count the entire population of that jurisdiction.

Part Time Drop-Off

For drop-offs that are not available at least 40 hours per week, assume 2,500 persons served per drop-off, if the following conditions are met:

- The four materials designated to demonstrate access are handled, and
- The drop-off is available to the public at a regularly scheduled time, at least once a month.

The county may combine sites which handle less than the designated five materials to get credit for one part-time drop-off. For drop-offs which are exclusively available for (or used by) residents of a specific city, village or township, access credit should be the population of the jurisdiction or the appropriate default value above, whichever value is lower.

Non-subscription Curbside

Defined as being contracted for by a political jurisdiction in which the resident does not pay separately for curbside collection. District can assume all households have access. Total population of the households provided the service can be credited.

Subscription Curbside

Defined as curbside provided at an additional cost and by choice of the resident. The District can count credit for 25% of the population that has the opportunity to subscribe to the program unless it can demonstrate greater access through the actual number of subscriptions, participation or tons of recyclable materials recovered.

Attachment C Standards

The County Recycling Program must meet the following minimum standards to receive and retain district funds.

1. Drop-off bins must remain in the same locations as will be originally configured. Desired changes in locations must be submitted to and approved by the District prior to implementation of moves, to ensure continued compliance with access requirements and the solid waste management plan.
2. Every drop-off site must collect, at the least, corrugated cardboard, newspaper, aluminum cans, steel containers, and plastic containers (#1 and #2). Note: Locations are encouraged to also collect glass, magazines, and residential mixed paper but are not required to do so.
3. Every full-time drop-off site must be easily found and be accessible by the public at least 40 hours per week, with at least 8 of those hours being on weekends or after 6 p.m.
4. Containers at rural sites must be no less than 6 cubic yard capacity and containers at urban sites must be no less than 10 cubic yards capacity.
5. Signage at each drop-off site must be legible and in plain view of site users and assist users in determining what materials are acceptable. If the bin is not visible from the closest public roadway, there must be directional signs from the roadway to assist residents in finding the bin.

ATTACHMENT D

FAIRFIELD COUNTY OUTREACH PLAN 2025

If planned events are cancelled they need to be replaced with something else to achieve the commitments in the solid waste plan.

Audience	Commitments in Solid Waste Plan	2025 Strategies to Address each commitment
Residents	Maximize visibility of recycling opportunities and recycling in general	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public. Loan recycling containers for public events.
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclable and "recycling right"; at least one printed article and a flyer on safer alternative to HHW; incorporate "buy recycled" message into all communications. Offer recycling opportunities such as free shredding, electronic and tire recycling to encourage people to recycle right.
	Create outreach for under-represented populations	Radio programs, PSA and social media posts with educational message to help participate in recycling, including material to apartment dwellers/managers. Offer low cost recycling opportunities such as free document shredding, electronic recycling and tire recycling.
Schools/youth	Update school activities and presentations to meet instructional standards	Contests, presentations, camps, workshops and educational videos following Ohio Department of Education Standards.
	Link classroom education with actual recycling opportunities	Billboard Contest (presentation and contest), presentations with recycling center tour. Presentation and club meetings or starting/improving school recycling. Offer volunteer opportunities at the recycling center for older youth. Provide support with youth recycling projects.
	Provide technical assistance in setting up school recycling programs	Yearly school check in with schools on recycling program with information on school recycling amount and recycling tips. Provide support with youth recycling projects.
Businesses	Maximize communication with commercial businesses and highlight successes	Biannual newsletter with business focused emails to county businesses. Feature business recycling and sustainability efforts on social media.
	Provide technical support to start up recycling businesses	Attend career days, trade shows and to distribute recycling resource guides. Offer flyer on website with information on starting recycling business.
	Provide information to businesses on recycling service providers and opportunities	Offer waste evaluations, newsletter contest specific to business needs. Attend county's environmental stewardship meeting offering guidance for office recycling programs.
	Maintain relationship with business/trade organizations	Participate in Chamber events. Hold one roundtable session per year virtually for business networking opportunities to manage waste promote waste evaluations.
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office; Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs; emails to townships quarterly; promote village curbside programs.
	Participation in community events to promote recycling	Recycling displays at events with information and supplies about buying recycled, accepted material, and local services. Promote local recycling collection events.
Industries	Provide information on recycling service providers and opportunities	Offer one industry roundtable virtually with information tailored to county manufactures.
	Provide information on recycling service providers and opportunities	Offer waste evaluations to start and expand recycling programs.
	Maximize communication with industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers. Attend Chamber Events to network and expand emailing list for newsletter

Required:
Website kept current
Comprehensive Resource Guide distributed
Infrastructure Inventory distributed
Speaker for all five audiences

Prosecutor's Approval Page

Resolution No.

A Resolution Entering into an Agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program for 2025

(Fairfield County Commissioners)

Approved as to form on 11/21/2024 10:17:21 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.j

A Resolution Entering into an Agreement between Fairfield County and the Coshocton-Fairfield-Licking-Perry (CFLP) Solid Waste District for Recycling Services and Education Program for 2025

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.k

A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8329.

WHEREAS, project activity and final reimbursement for the FY2023 FAA grant fund has been completed; and

WHEREAS, advance can be paid back to the general fund.

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 repay the following advance in the amount of \$157,500:

DEBIT: 8329 090001 FAA FY 23 grant fund # 3011 advances out
CREDIT: 1001 223000 General Fund Advances In

Prepared by: Staci Knisley, Commissioners Office
cc: Christina Foster

Signature Page

Resolution No. 2024-12.03.k

A resolution authorizing the approval repayment of an advance to the General Fund for FAA grant fund# 3011, sub fund# 8329.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.I

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

WHEREAS, additional appropriations are needed in the telecom costs line item; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category for contractual services for org# 12100116.

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 \$2,000 is hereby authorized as follows:

\$ 2,000	From:	12100112	transfers
	To:	12100116	contractual services

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

For Auditor's Office Use Only:

Section 1.

\$ 2,000

<i>FROM:</i>	<i>12100112 700000</i>	<i>unanticipated emergencies</i>
<i>TO:</i>	<i>12100116 553000</i>	<i>telecom costs</i>

Signature Page

Resolution No. 2024-12.03.I

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Facilities & Human Resources.

WHEREAS, appropriations are needed for year-end salary and fringe benefits; and

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

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

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

\$12,000	12100114	personal services
\$1,000	12100107	fringe benefits

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Facilities & Human Resources.

For Auditor's Office Use Only:

Section 1.

<i>\$10,000</i>	<i>12100114</i>	<i>511010</i>	<i>employee salaries</i>
<i>\$ 2,000</i>	<i>12100114</i>	<i>513000</i>	<i>overtime</i>
<i>\$ 1,000</i>	<i>12100107</i>	<i>521000</i>	<i>health insurance</i>

Signature Page

Resolution No. 2024-12.03.m

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Facilities & Human Resources.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.n

A resolution to appropriate from unappropriated funds in a major expense object category for the Self-Funded Insurance Fund# 5376.

WHEREAS, additional appropriations are necessary for obligations for 2024; and

WHEREAS, appropriations from unappropriated funds will allow the budget to increase in the major category expense for other for org# 12537600.

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

Section 1. That the Fairfield County Auditor appropriate from unappropriated funds in the major expense category of other for org# 12537600 within fund# 5376.

\$ 900,000 12537600 other

A resolution to appropriate from unappropriated funds in a major expense object category for the Self-Funded Insurance Fund# 5376.

For Auditor's Office Use Only:

Section 1.

\$900,000 12537600 580110 health insurance claims expense

Signature Page

Resolution No. 2024-12.03.n

A resolution to appropriate from unappropriated funds in a major expense object category for the Self-Funded Insurance Fund# 5376.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.o

A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #3904, State Energy Program-Commissioners’ Office

WHEREAS, the General Fund approved an advance of \$250,000.00 (resolution 2024-03-19.c) for Fund #3904; and

WHEREAS, reimbursement has been submitted, but not yet received monies; and

WHEREAS, the Commissioners’ Office would like to extend the repayment date of 12/15/25; and

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’ extend the repayment date to 12/15/25 for:

State Energy Program (Fund# 3904) advance remaining balance \$250,000.

Prepared by: Christina Foster

Signature Page

Resolution No. 2024-12.03.o

A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #3904, State Energy Program- Commissioners' Office

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval to extend the repayment date of 2 advance of funds – 1. Fund #3011 FAA grant sub fund #8272
2. Fund #3034 Airport ODOT FY2023 sub fund #8320 -
Commissioners' Office**

WHEREAS, the General Fund approved an advance of

\$338,000 (resolution 2021-06-22.b) for Fund #3011 sub fund #8272
\$40,850 (resolution 2023-03-28.d) for Fund #3034 sub fund #8320, and

WHEREAS, reimbursement has been submitted, but not yet received monies; and

WHEREAS, the Commissioners' Office would like to extend the repayment date to 06/15/2025; and

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 extend the repayment date to 06/15/25 for:

FAA Grant Fund #3011 sub# 8272 advance of \$338,000
FY2023 Ohio Airport Grant #3034 sub# 8320 advance of \$40,850

Prepared by: Christina Foster
cc: Commissioners' Office

Signature Page

Resolution No. 2024-12.03.p

A resolution authorizing the approval to extend the repayment date of 2 advance of funds – 1. Fund #3011 FAA grant sub fund #8272 2. Fund #3034 Airport ODOT FY2023 sub fund #8320 - Commissioners' Office

(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 appoint Mr. Mike Wolfe to the Fairfield County Regional Planning Commission.

WHEREAS, Ms. Betsy Alt was appointed to serve a three-year term on the Fairfield County Regional Planning Commission as the agriculture representative; and

WHEREAS, Ms. Alt did not seek reappointment when her term expired; and

WHEREAS, the Board of Commissioners is authorized to fill vacancies on the Fairfield County Regional Planning Commission by appointment of qualified individuals; and

WHEREAS, Mr. Mike Wolfe has expressed an interest and willingness to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission as the agriculture representative.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Mr. Mike Wolfe to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission.

Section 2. That this appointment is effective December 3, 2024, and will expire December 31, 2025.

Prepared by: Bennett Niceswanger
cc: Regional Planning Commission

Signature Page

Resolution No. 2024-12.03.q

A Resolution to Appoint Mr. Mike Wolfe to the Fairfield County Regional Planning Commission

(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 Appointing Three Members and Alternates to the Village of Lithopolis Tax Incentive Review Council

WHEREAS, the Board of County Commissioners has received notice from the Village of Lithopolis that the Village has created the Lithopolis Tax Incentive Review Council pursuant to Ohio Revised Code Section 5709.85 to review exemptions from real property taxes granted by the Village and pursuant to Ohio Revised Code sections 5709.40, 5709.41, 5709.42, and 5709.43 (the "TIF Statutes") and Ohio Revised Code Sections 3735.65, 3735.66, 3735.67, 3735.671, 3735.672, 3735.673, 3735.68, and 3735.69 (the "CRA Statutes"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.85(A)(2), the Board of County Commissioners is required to appoint three members of the TIRC.

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 appoints those in the following three positions to be on the Lithopolis Tax Incentive Review Council.

- a. Fairfield County Administrator
- b. Fairfield County Economic Development Director
- c. Regional Planning Commission Executive Director

Section 2. That the Fairfield County Board of Commissioners appoints those in the following three positions to be **alternates** on the Lithopolis Tax Incentive Review Council for the positions listed.

- a. Fairfield County Deputy County Administrator **FOR** the Fairfield County Administrator
- b. Fairfield County Economic Development Specialist **FOR** the Fairfield County Economic Development Director
- c. Fairfield County Economic Development Coordinator **FOR** the Regional Planning Commission Executive Director

Section 3. That the Clerk of the Board notifies the Clerk of the Village of Lithopolis and the Fairfield County Auditor of the appointees.

Signature Page

Resolution No. 2024-12.03.r

A Resolution Appointing Three Members and Alternates to the Village of Lithopolis
Tax Incentive Review Council

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving the reappointment of the Mr. Jeff Sauer, and the appointment of Ms. Cathy Bitler to the Fairfield County Port Authority Board.

WHEREAS, Mr. Jeff Sauer was appointed to serve a four-year term on the Fairfield County Port Authority Board which is set to expire December 31, 2024; and

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

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

WHEREAS, Ms. Cathy Bitler has expressed an interest and willingness to serve on the board and has requested to be appointed to the Fairfield County Port Authority Board to serve a four-year term.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Mr. Jeff Sauer to serve an additional four-year term on the Fairfield County Port Authority Board.

Section 2. That the Fairfield County Board of Commissioners hereby appoint Ms. Cathy Bitler to serve a four-year term on the Fairfield County Port Authority Board.

Section 3. That these appointments are effective January 1, 2025, expiring December 31, 2028.

Prepared by: Bennett Niceswanger
Cc: Fairfield County Port Authority Board

2024-12.03.s

A resolution approving the reappointment of the Mr. Jeff Sauer, and the appointment of Ms. Cathy Bitler to the Fairfield County Port Authority Board.

Signature Page

Resolution No. 2024-12.03.s

A Resolution Approving the Reappointment of Mr. Jeff Sauer, and the Appointment of Ms. Cathy Bitler to the Fairfield County Port Authority Board

(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 appoint Mr. Joe Palmer to the Fairfield County Regional Planning Commission.

WHEREAS, Mr. Shawn Haughn was appointed to serve a three-year term on the Fairfield County Regional Planning Commission as the education representative; and

WHEREAS, Mr. Haughn did not seek reappointment when his term expired; and

WHEREAS, the Board of Commissioners is authorized to fill vacancies on the Fairfield County Regional Planning Commission by appointment of qualified individuals; and

WHEREAS, Mr. Joe Palmer has expressed an interest and willingness to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission as the education representative.

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

Section 1. That the Fairfield County Board of Commissioners hereby appoints Mr. Joe Palmer to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission.

Section 2. That this appointment is effective December 3, 2024, and will expire December 31, 2026.

Prepared by: Bennett Niceswanger
cc: Regional Planning Commission

Signature Page

Resolution No. 2024-12.03.t

A Resolution to Appoint Mr. Joe Palmer to the Fairfield County Regional Planning Commission

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving the reappointment of Mr. Doug Ingram, and Mr. Mitch Noland as alternate, to the Fairfield County Regional Planning Commission.

WHEREAS, Mr. Doug Ingram was appointed to serve a three-year term on the Fairfield County Regional Planning Commission as the industry representative; and

WHEREAS, Mr. Mitch Noland was appointed to serve as the industry representative alternate to the Fairfield County Regional Planning Commission; and

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

WHEREAS, Mr. Doug Ingram and Mr. Mitch Noland have expressed an interest and willingness to serve additional three-year terms on the Fairfield County Regional Planning Commission as the industry representative, and industry representative alternate, respectively.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Mr. Doug Ingram to serve an additional three-year term on the Fairfield County Regional Planning Commission.

Section 2. That the Fairfield County Board of Commissioners hereby reappoints Mr. Mitch Noland to serve an additional three-year term as the industry representative alternate on the Fairfield County Regional Planning Commission.

Section 3. That these appointments are effective January 1, 2025, and will expire December 31, 2027.

Prepared by: Bennett Niceswanger
cc: Regional Planning Commission

Signature Page

Resolution No. 2024-12.03.u

A Resolution Approving the Reappointment of Mr. Doug Ingram, and Mr. Mitch Noland as Alternate, to the Fairfield County Regional Planning Commission

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving the reappointments of Mr. Matthew Johnson and Mr. Jason Saul to the Fairfield County Revolving Loan Fund.

WHEREAS, Mr. Matthew Johnson and Mr. Jason Saul were appointed to serve a term on the Fairfield County Revolving Loan Fund; and

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

WHEREAS, Mr. Johnson and Mr. Saul have expressed an interest and willingness to continue serving on the board and have requested to be reappointed to fill another three-year term on the Board.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Mr. Matthew Johnson and Mr. Jason Saul to serve an additional three-year term on the Fairfield County Revolving Loan Fund.

Section 2. That this appointment is effective January 1, 2025, expiring December 31, 2027.

Prepared by: Bennett Niceswanger
Cc: Fairfield County Revolving Loan Fund

Signature Page

Resolution No. 2024-12.03.v

A Resolution Approving the Reappointments of Mr. Matthew Johnson and Mr. Jason Saul to the Fairfield County Revolving Loan Fund

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer

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 \$1000 is hereby authorized as follows:

From: 50206607-53000
To: 50206600-521000

Prepared by: Connie Vargo

Signature Page

Resolution No. 2024-12.03.w

A Resolution to Approve an Account to Account Transfer

(Fairfield County ADAMH Board)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve Additional Cash Change Drawer for County Auditor

WHEREAS, the County Auditor has an operational business need to provide cash paying customers with change associated to fees for dog licenses administered by the County Auditor’s office; and

WHEREAS, in accordance with Ohio Revised Code Sec. 9.38, the County Auditor requests the Board of Commissioners approval of an additional cash change drawer; and

WHEREAS, the “start-up” cash for the County Auditor’s additional cash drawers is established at \$124.00; and

WHEREAS, the \$124 “start-up” cash will be returned as a pay in on 2.1.25; and

WHEREAS, procedures are in place for management of the cash change drawer; and

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

Section 1. That the Board of Commissioners resolve to approve an additional cash change drawer for the County Auditor’s Office.

Prepared by: Angela Horn, County Auditor - Financial Systems Manager
cc: Dr. Carri Brown, Auditor

Signature Page

Resolution No. 2024-12.03.x

A Resolution to Approve an Additional Cash Change Drawer for the County Auditor
(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.

2024-12.03.y

A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County Board of DD; Fund #2060 to Fairfield County Board of DD; Capital Improvements Fund #3698, FCBDD

WHEREAS, The Fairfield County Board of Developmental Disabilities sets aside \$100,000 for future capital improvements, and

WHEREAS, The Fairfield County Board of Developmental Disabilities would like to move those funds into the Capital Improvement Fund #3698

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 \$100,000 is hereby authorized as follows:

From: 2060; 52000000; 700000, Transfers Out
To: 3698; 52369800; 439100, Transfers In

Prepared by: Cathy Anderson
cc: FCBDD

Signature Page

Resolution No. 2024-12.03.y

A Resolution Authorizing a Fund-to-Fund Transfer for Fairfield County Board of DD;
Fund #2060 to Fairfield County Board of DD; Capital Improvements Fund #3698, FCBDD

(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.

2024-12.03.z

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD; Fund #2060, FCBDD

WHEREAS, FCBDD received funding through the Ohio Department of Education for the School Safety Grant; and

WHEREAS, we received \$2,500.00 from the School Safety Grant which was not spent; and

WHEREAS, we need to refund these monies to the Ohio Department of Education; 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:

\$2,500.00; 52151043, Child Unassigned

Prepared by: Cathy Anderson
cc: FCBDD

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

\$2,500.00

52151043 ; 590200; School Safety Grant Reimb.

Signature Page

Resolution No. 2024-12.03.z

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Board of DD; Fund #2060, FCBDD

(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 Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 Common Pleas General Fund.

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$23,268.50 is hereby authorized as follows:

From: 13100100, Personal Services
To: 13100100, Fringe Benefits

Prepared by: Brian Wolfe

2024-12.03.aa

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$23,268.50

From: 13100100, 511010, Salary, Employees; \$23,268.5
To: 13100100, 521000, Health Insurance; \$23,268.5

Signature Page

Resolution No. 2024-12.03.aa

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 Common Pleas General Fund.

(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 Capital Outlay.
[Domestic Relations Court]**

WHEREAS, the 2024 budget anticipates expenditures for Capital Outlay;
and

WHEREAS, certain line item expenditures within this fund were unexpected to replace courtroom furniture that is in poor condition; 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 \$10,000.00 is hereby authorized as follows:

FROM: 15100100 Contractural Services
TO: 15100100 Capital Outlay

For Auditor's Office Use Only:

Prepared by: Lori Lovas
Cc: Domestic Relations Court

For Auditor's Office Use Only:

Section 1.

FROM: 15100100 530000 (Contractual Services)
TO: 15100100 574300 (Furniture & Fixtures)

Signature Page

Resolution No. 2024-12.03.bb

A resolution authorizing an account to account transfer for the adjustment of Capital Outlay.

(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 authorizing the approval to extend repayment date for the advance of funds – Fund # 2848 Justice for Families Grant Program.

[Domestic Relations Court]

WHEREAS, the General Fund approved an advance of \$35,000 (Resolution 2021-09.28.g) for Fund # 2848; and

WHEREAS, the Office of Violence Against Women approved a 60 day no-cost extension of the Justice for Families Grant Program Award; and

WHEREAS, the new ending date of the grant award is November 30, 2024 and closeouts will begin after that date; and

WHEREAS, the Fairfield County Board of Commissioners with the Fairfield County Domestic Relations Court would like to extend the repayment date to March 31, 2025.

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

Section 1. That the Fairfield County Board of Commissioners extend the repayment date to March 31, 2025 for the Justice for Families Grant Program (Fund # 2848) advance of \$35,000.

Prepared by: Lori L. Lovas
Cc: Commissioners' Office
Domestic Relations Court

Signature Page

Resolution No. 2024-12.03.cc

A resolution authorizing the approval to extend repayment date for the advance of funds – Fund # 2848 Justice for Families Grant Program.

(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 Approve Advertising for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project have been completed, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project.

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 hereby grant approval for the County Engineer to advertise for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project.

SECTION 2: that the Clerk of this Board return the signed copy of this Resolution to the County Engineer for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

Signature Page

Resolution No. 2024-12.03.dd

A Resolution to Approve Advertising for the BLO-36, FAI -CR20-1.964 Pickerington Road Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Construction Drawings for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement have been completed, and

WHEREAS, the County Engineer is requesting that this Board of Commissioners sign the Construction Drawing cover sheet.

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

SECTION 1: that the Clerk of this Board return the signed Construction Drawing cover sheet, together with the signed copy of this Resolution, to the County Engineer for further action.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2024-12.03.ee

A Resolution to Approve the Construction Drawings for the BLO-36, FAI -CR20-1.964
Pickerington Road Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an agreement for the purchasing of brine.

WHEREAS, in order to remove snow and ice from county roadways for the winter season 2024-2025, the Fairfield County Engineer wishes to purchase brine solution from ODOT.

WHEREAS, ODOT is requesting the attached Memorandum of Agreement be executed by this Board of County Commissioners.

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 resolves to instruct the President of this Board of Commissioners to sign the attached Memorandum of Agreement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of this Resolution and the signed Memorandum of Agreement.

Prepared by: Cheryl Downour
cc: Engineering Office

**MEMORANDUM OF AGREEMENT
BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION
AND THE FAIRFIELD COUNTY ENGINEERS OFFICE, OHIO**

This Memorandum of Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its director, hereinafter referred to as "ODOT" and the Fairfield County Engineers Office of 3026 West Fair Avenue Lancaster, Ohio 43130, hereinafter referred to as the "LOCAL AGENCY," for the purposes of coordinating efforts for snow and ice control.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into agreements with such authorities as necessary to carry out its duties, powers, and functions.
- 1.2 ODOT and the LOCAL AGENCY remove snow and ice and use snow and ice control material on their respective roadways during snow and ice operations.
- 1.3 It is in the interest and safety of the traveling public for ODOT to permit the LOCAL AGENCY to acquire brine solution from ODOT when available to assist the LOCAL AGENCY in fulfilling their functions of snow and ice removal.

2. OBLIGATIONS OF ODOT

- 2.1 ODOT may make available brine solution to the LOCAL AGENCY for snow and ice operations.
- 2.2 ODOT hereby grants the LOCAL AGENCY the right to enter upon ODOT's Premises at 3265 West Fair Avenue Lancaster, Ohio 43130 to obtain the agreed upon quantity of brine solution at the location on the Premises during ODOT's business hours.
- 2.3 ODOT will log the amount of brine solution taken by the LOCAL AGENCY, give the LOCAL AGENCY a receipt ticket, and invoice accordingly.
- 2.4 ODOT shall calculate the cost of the material and labor to produce the brine when determining the amount to invoice the LOCAL AGENCY.

3. OBLIGATIONS OF THE LOCAL AGENCY

- 3.1 Within 30 days of receiving an invoice, the LOCAL AGENCY shall reimburse ODOT for all brine solution taken at the rate calculated by ODOT based upon the price ODOT paid for the ingredients in the brine solution as well as ODOT's labor and utility costs. This cost shall not be 25% more or less than \$0.084 per gallon.
- 3.2 The LOCAL AGENCY shall contact ODOT at the telephone number listed in section 6.1 of this Agreement to determine the availability of brine solution and to request the amount of brine solution.

3.3 The LOCAL AGENCY shall be responsible for all damages caused by them in the process of obtaining the brine solution from ODOT.

4. TERM OF AGREEMENT

4.1 This Agreement shall commence upon the date of the last signature below and shall expire June 30th, 2025, unless terminated earlier.

4.2 This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

5. GENERAL PROVISIONS

5.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns.

5.2 Either Party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

5.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5.4 Each Party hereto shall be responsible for liability associated with that Party's own errors, actions, and failures to act.

5.5 The State of Ohio and ODOT are self-insured.

5.6 The LOCAL AGENCY shall provide its own worker's compensation coverage throughout the duration of this Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the LOCAL AGENCY, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.

5.7 The LOCAL AGENCY agrees to promptly comply with all applicable state and federal laws regarding drug-free workplace. When applicable, the LOCAL AGENCY shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5.8 If the LOCAL AGENCY breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.

5.9 ODOT and the LOCAL AGENCY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this

Agreement, with the exception of matters identified in this Agreement requiring approval solely and finally by ODOT.

- 5.10 Ohio Ethics Law: the LOCAL AGENCY, by signing this document, certifies: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

6. NOTICE

- 6.1 Notices under this Agreement shall be directed as follows:

Fairfield County Engineers Office
3026 West Fair Avenue
Lancaster, Ohio 43130
740-652-2300

Ohio Department of Transportation
District 05 Fairfield County
3265 West Fair Avenue
Lancaster, Ohio 43130
740-323-5320

7. SIGNATURES

- 7.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this Agreement.
- 7.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

Fairfield County Commissioners:

Signature: _____

By: _____
David L. Levacy, County Commissioner

Date: _____

STATE OF OHIO
Department of Transportation

By: _____
Pamela Boratyn, Director

Date: _____

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24007656 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

Revisions: 000

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OHIO DEPT OF TRANSPORTATION -
ACCS REC
1980 W BROAD ST MAIL STOP 4110
COLUMBUS, OH 43223

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COUNTY ENGINEER
3026 W FAIR AVE
LANCASTER, OH 43130
Phone: 740-652-2300

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-466-3778		8487		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/15/2024	806			ENGINEER-ADMIN
NOTES				

PO Requisitioner Name : Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BRINE FOR 2024-2025 WINTER SEASON GL Account: 16202403 - 560000	1.0	EACH	\$2,000.00	\$2,000.00
GL SUMMARY					
	16202403 - 560000			\$2,000.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$2,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 11/15/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total \$2,000.00

For Department Use ONLY

ROUTING FORM FOR CONTRACTS

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

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

ODOT Brine Agreement

Signed this _____ day of _____, 20_____.

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution to approve an agreement for the purchasing of brine.

(Fairfield County Engineer)

Approved as to form on 11/21/2024 10:11:36 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.ff

A Resolution to Approve an Agreement for the Purchasing of Brine
(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 Stringtown Road (TR273) 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>
Stringtown Road (TR273)	November 12, 2024 @ 12:30 p.m.	November 19, 2024 @ 7:30 p.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 Stringtown Road 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 Stringtown Road 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. 2024-12.03.gg

A Resolution to Declare the Stringtown Road (TR273) 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 repairs and maintenance.

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

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

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

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

\$50,000.00 16202403- Contractual 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 repairs and maintenance.

For Auditor's Office Use Only:

16202403-543000 \$50,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-12.03.hh

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention

WHEREAS, an advance from the General Fund was approved on September 12, 2023, Resolution 2023-09.12.i for Fund# 7521, Subfund# 8160 SFY24 Help Me Grow for \$179,690.00; and

WHEREAS, the monies have been collected and deposited to make repayment to the General Fund.

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 repay the following advance:

DEBIT: 8160 090001 SFY24 Help Me Grow – Early Intervention \$179,690.00

CREDIT: 1001 223000 General Fund Advances In \$179,690.00

Prepared by: Morgan Fox, Fiscal Officer
cc:

Signature Page

Resolution No. 2024-12.03.ii

A resolution authorizing the approval of repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.jj

A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Subfund# 8307 Ohio Children Trust Fund – Multi System Youth Grant

WHEREAS, the General Fund approved an advance of \$75,000.00 (resolution 2023-11-14.k) for Fund #7521 – Subfund #8307 FY24 Ohio Children Trust Fund – Multi System Youth Grant; and

WHEREAS, some monies have been collected and deposited to make a partial repayment to the General Fund Advance.

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 repay the following advance:

DEBIT: 8307 090001 OCTF – MSY – Partial Repayment of Advance
\$50,000.00. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In \$50,000.00

Prepared by: Morgan Fox, Fiscal Officer
cc:

Signature Page

Resolution No. 2024-12.03.jj

A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Subfund# 8307 Ohio Children Trust Fund – Multi System Youth Grant

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.kk

A resolution to approve a contract for VMWare Cloud Foundation software licensing between OARNet and the Fairfield County Board of Commissioners.

WHEREAS, Fairfield County IT has a server cluster in place for countywide operations; and

WHEREAS, the cluster environment requires virtual server management through VMWare Cloud Foundation software; and

WHEREAS, a PO has been acquired encumbering funds from the Fairfield County Information Technology budget (12100118); and

WHEREAS, the agreement has been approved as to form by members from the Fairfield County Prosecutor's Office.

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

Section 1. That the Board of Commissioners approves the attached quote contract.

Prepared by: Daniel Neeley



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

TO: Daniel Neeley
Director of IT
Fairfield County
PO BOX 2390
Lancaster, OH 43130 USA

FROM: OARnet
1224 Kinnear Rd
Columbus, OH 43212

EMAIL: daniel.neeley@fairfieldcountyohio.gov

EMAIL: oarnetvmware@oar.net

WEB: www.oar.net

PHONE: (740) 652-2300

FAX: (614) 292-9397

TERMS: OARnet-VMware ELA
Remit to: The Ohio State University
Accounts Receivable
PO Box 182905, Columbus, Ohio 43218-2905
Payment Terms: Net 30
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

QUOTE NO: 43217738
QUOTE DATE: 11/15/2024
QUOTE EXPIRES: 12/30/2024
TOTAL QUOTE: \$119,100.48

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
YEAR 1						
1	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 10/21/2024 End Date: 07/30/2025 Contract #: 391588979 SID #: HPP	\$78.58	\$65.48	160	\$10,476.80
2	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 10/21/2024 End Date: 07/30/2025	\$40.03	\$33.36	192	\$6,405.12
YEAR 1 SUBTOTAL:						\$16,881.92
YEAR 2						
3	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2025 End Date: 07/30/2026	\$86.35	\$86.35	160	\$13,816.00
4	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2025 End Date: 07/30/2026	\$43.99	\$43.99	192	\$8,446.08
YEAR 2 SUBTOTAL:						\$22,262.08
YEAR 3						
5	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2026 End Date: 07/30/2027	\$94.89	\$94.89	160	\$15,182.40
6	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2026 End Date: 07/30/2027	\$48.34	\$48.34	192	\$9,281.28
YEAR 3 SUBTOTAL:						\$24,463.68
YEAR 4						



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
7	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2027 End Date: 07/30/2028	\$103.14	\$103.14	160	\$16,502.40
8	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2027 End Date: 07/30/2028	\$52.54	\$52.54	192	\$10,087.68
YEAR 4 SUBTOTAL:						\$26,590.08
YEAR 5						
9	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2028 End Date: 07/30/2029	\$112.11	\$112.11	160	\$17,937.60
10	VCF-CLD-FND-EDG-5	VMware Cloud Foundation Edge 5 - For Edge Deployments Only Start Date: 07/31/2028 End Date: 07/30/2029	\$57.11	\$57.11	192	\$10,965.12
YEAR 5 SUBTOTAL:						\$28,902.72
SUBTOTAL:						\$119,100.48
TOTAL QUOTE:						\$119,100.48

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

TO ORDER: Submit a copy of this quote along with your PO to: oar.netvmware@oar.net. Quote number should be referenced on your Purchase Order.

OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

VMware by Broadcom Terms and Conditions

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for reveiw on the OARnet website at https://www.oar.net/services/application_services/vmware_broadcom. These terms and conditions cannot be changed.

OARnet Terms and Conditions

1. Payment Terms

Failure to Pay: End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

5. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

7. Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction

8. Entire Agreement; Amendments

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

END USER CONTACT INFORMATION

Entity/Customer/End User Name: _____

Portal Folder Name (if known): _____

Technical Contact (Primary):

Billing Contact:

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

Signature: _____

Name: _____

Title: _____

Date: _____



The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

Foundation Agreement

Edited for OARnet 22 July 2024

1. INTRODUCTION

- 1.1. This Foundation Agreement ("**Foundation Agreement**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and your organization, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document which identifies the "Start Date" and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.
- 1.2. With respect to the Broadcom Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or Broadcom Partner shall be set forth in the Transaction Document(s) for such order.
- 1.3. This Foundation Agreement may incorporate any applicable Module referenced in the "Governing Contract" section of the applicable Transaction Document.

2. DEFINITIONS

- 2.1. "**Agreement**" means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.
- 2.2. "**Affiliate**" means any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.
- 2.3. "**Authorized End Users**" means Customer, Customer Affiliate(s), OARnet Customers and their employees and independent contractors.
- 2.4. "**Broadcom Offering**" means the individual offering (such as software, services, education, software as a service, or support) in the CA, Symantec, or VMware product families.
- 2.5. "**Broadcom Partner**" means a Broadcom authorized channel partner selected by the Customer.
- 2.6. "**Broadcom Software**" means the computer software programs in the CA, Symantec, or VMware product families made generally available and licensed to Customer under the applicable Module pursuant to the applicable Transaction Document. Broadcom Software may be provided individually or packaged as a software appliance and includes all versions and releases provided as part of Broadcom Maintenance, if applicable.
- 2.7. "**Confidential Information**" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be

deemed confidential or proprietary to a reasonable recipient, including, without limitation, Broadcom Offerings, Documentation, the Agreement, Transaction Documents, Broadcom provided pricing, and any benchmarking data or results.

- 2.8. **“Documentation”** means the technical product specifications or user manuals published by Broadcom or a Broadcom Affiliate.
- 2.9. **“Module”** means the additional terms and conditions applicable to a Broadcom Offering. If a Broadcom Offering includes both on-premises software and SaaS, then each applicable Module applies.
- 2.10. **“Order Confirmation”** means an electronic receipt, issued by Broadcom or a Broadcom Affiliate, confirming the Broadcom Offering title, version, quantity (based on metric, meter and/or model), and Support acquired.
- 2.11. **“OARnet Customers”** means Customers of the Ohio Academic Resource Network which shall include any Ohio public or private educational entity, including any university or university system, K-12, schools, libraries, school district, associated healthcare facility, Ohio government agency or entity, Ohio public safety agency, any county, municipality, or township within the State of Ohio, and the Air Force Institute of Technology, but no other federal entities.
- 2.12. **“Party” or “Parties”** means individually and/or collectively Broadcom and/or the Customer.
- 2.13. **“Personal Data”** means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.
- 2.14. **“Taxes”** means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.
- 2.15. **“Term”** means the period during which the Broadcom Offering is provided as specified in the Transaction Document.
- 2.16. **“Transaction Document”, “Order Form”, or “Order”** means a mutually agreed ordering document such as a Broadcom quote, order form, or statement of work for the specific Broadcom Offering licensed or purchased. Either Transaction Documents are executed or, in the case of a quote and purchase order (“PO”), a PO referencing such quote is issued and that issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

- 3.1. Under the terms of this Agreement and subject to the terms of the applicable Module(s), Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase Broadcom Offerings directly from Broadcom or through a Broadcom Partner, and Broadcom shall provide the specific Broadcom Offering. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with Broadcom to adopt and adhere to the terms of this Agreement.
- 3.2. The Broadcom Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2020, from Broadcom’s shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware, if included, will pass upon point of delivery to Customer’s carrier at Broadcom’s shipping location. For non-US customers, title to the

hardware product transfers when the product leaves the national territory of the US.

- 3.3. In the event of a payment or set off issue relating to one Broadcom Offering, such payment issue will not impact any other obligation to pay for any Broadcom Offering provided to Customer.

4. CONFIDENTIALITY

- 4.1. The Parties agree that, when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose nor use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors, and attorneys on a need-to know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the Terms of the Agreement. The receiving Party may disclose Confidential Information in connection with applicable law, including but not limited to the Ohio Public Records Law at ORC 149.43, or a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 4.2. For the purposes of the Agreement, the term "Confidential Information" excludes: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 4.3. Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know-how which are developed in the course of providing any Broadcom Offerings to Customer or (ii) be deemed to limit Broadcom's rights to provide similar Broadcom Offerings to other customers. Customer agrees that Broadcom may use any feedback provided by Customer related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 4.4. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 4.5. In the event of a breach of this section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance, or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

- 5.1. To the extent permitted by law, Customer shall issue and provide Carahsoft a purchase order (“PO”), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document. Carahsoft, directly or through a Broadcom Partner, reserves the right to invoice Customer for any use of the Broadcom Offerings in excess of the Authorized Use Limitation at Broadcom’s then-current list price.
- 5.2. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon the due date specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).
- 5.3. If indicated on the Transaction Document, Customer may pay any initial payment due to Broadcom on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required of Customer due to Broadcom, Broadcom will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date. Broadcom reserves the right to change credit or payment terms at Broadcom’s discretion if Customer’s or Broadcom Partner’s financial condition or previous payment history so warrant.
- 5.4. A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document, provided that Customer references the Transaction Document in the PO and includes the appropriate reference number, if applicable.
- 5.5. If a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to Broadcom on the business day immediately prior to such date.
- 5.6. Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with any Broadcom entity after written notice from Broadcom and a reasonable opportunity to remit such payment by Customer and to the full extent permitted by applicable law, shall (1) relieve Broadcom of any support obligations hereunder, and (2) suspend all Customer subscription use rights until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.
- 5.7. Broadcom may assign its payment rights in, or grant a security interest in, this Agreement and any associated Transaction Document to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided that (1) Broadcom remains directly responsible for performance of its duties hereunder, and (2) Customer’s obligations are not otherwise affected.
- 5.8. In the event Customer orders a Broadcom Offering through a Broadcom Partner (or that partner’s resale channel), this Foundation Agreement, excluding all of Section 5 (except Section 5.6), shall apply to Customer.
- 5.9. **Direct Sale to OARnet Customers.** During the Term of the Agreement, Broadcom and Carahsoft will make commercially reasonable efforts not to intentionally target OARnet Customers to provide lower pricing than is agreed to between the Parties under this Agreement.

6. TITLE

- 6.1. Broadcom retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

- 7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.
- 7.2. Broadcom represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.
- 7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE BROADCOM OFFERING(S) THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.
- 7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE BROADCOM OFFERING WILL OPERATE UNINTERRUPTED OR IS ERROR FREE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE BROADCOM OFFERINGS, ARE MADE BY BROADCOM OR ITS SUPPLIERS.

8. INDEMNIFICATION

- 8.1. Broadcom will indemnify, defend and/or, at its option, settle any third-party claims that Customer's use of the specific Broadcom Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Broadcom Offering at the time of delivery provided that: (i) Customer gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) subject to approval of the Ohio Attorney General, Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Customer the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering (directly or through the Broadcom Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Broadcom is notified of the third party claim. If the Broadcom Offering is Broadcom Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

- 8.2. Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom published update or patch, (iv) if the alleged infringement is a result of use of the Broadcom Offerings in combination with any third party product, (v) any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) any Broadcom Offering provided on a no-charge, beta, or evaluation basis, or (viii) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER

WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

- 8.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third-party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party. Broadcom agrees Customer is subject to the restrictions of ORC 9.27.
- 8.4. Customer shall indemnify Broadcom against any claim that any data, materials, items, or information supplied to Broadcom under the Agreement infringes any US patent, copyright, or trademark within the jurisdictions where Broadcom is provided with such information. Broadcom agrees Customer is subject to the restriction of ORC 9.27.

9. LIMITATION OF LIABILITY

- 9.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE, AND OF THIRD-PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF BROADCOM'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF CUSTOMER DATA BY USE OF ANY BROADCOM OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) EXCEPT FOR DIRECT DAMAGES FOR DEATH, PHYSICAL INJURY, OR DAMAGE TO STATE PROPERTY, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE BREACH IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. BROADCOM'S SUPPLIERS HAVE NO LIABILITY UNDER THE AGREEMENT, AND CUSTOMER MAY NOT BRING CLAIMS DIRECTLY AGAINST THEM. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION WILL NOT EXCEED \$5,000 USD.

10. TERM & TERMINATION

- 10.1. This Foundation Agreement shall continue in effect for the term of any Purchase Orders between the parties or as otherwise terminated in accordance with this section.
- 10.2. This Foundation Agreement, applicable Module(s), and the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; (b) upon insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses or rights granted pursuant to this Agreement will constitute an incurable material breach by Customer; and, Broadcom may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access, and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the Broadcom Software and SaaS instances from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.
- 10.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. In the event of termination by Broadcom for an uncured material breach by Customer, all fees shall immediately become due and payable.
- 10.4. Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect, whether or not related to this Agreement) under which Customer may procure any Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all Orders (however titled) in effect (except in the case of the VMware product family, only Orders entered into after November 21, 2023 need to be terminated) between the parties as of the date of termination (collectively, for purposes of this section, the "Agreements"), without cause and without further charge or expense at any time, immediately upon written notice to Broadcom sent to usage.reporting@broadcom.com.

On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software.

Once Customer's verification or the Broadcom Software copies are received, Broadcom will pay Customer, or Broadcom Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or Broadcom Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer's

verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom Software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or Broadcom Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

- 10.5. Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither Party shall have further obligations under the Agreement, except that the Parties shall remain bound by the obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or Broadcom Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the Broadcom Partner and Customer), from the date Customer's verification or the Broadcom Software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. **Choice of Law; Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio without regard to the conflicts of law provisions. The parties agree that the exclusive venue for any action related to this Agreement shall be the appropriate courts located in Franklin County, Ohio.
- 11.2. **Dispute Resolution.** Any dispute, claim or controversy arising out of relating to the Agreement ("**Dispute**") shall be resolved as provided in this Section.

Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed reasonably necessary to protect its interests.

12. GENERAL TERMS

- 12.1. **Amendments.** The terms of the Agreement may only be amended by mutual written agreement of the Parties.
- 12.2. **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action

taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

- 12.3. **Order of Precedence.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void.
- 12.4. **Independent Contractors.** The Parties expressly agree that the relationship between them is that of customer-independent contractor. Broadcom and any individuals employed by it who provide services to Customer, will not be considered "public employees" for the purposes of Chapter 145 of the Ohio Revised Code.
- 12.5. **Personal Data**
- 12.5.1. **Broadcom as Controller.** Related to the provision of the Broadcom Offerings, Broadcom may process limited Personal Data as a controller in accordance with, and for the purposes defined in, Broadcom's Privacy Policy available at <https://www.broadcom.com/privacy> in compliance with applicable data protection laws. Those purposes include: (i) management of Customer relationship; (ii) sales administration; (iii) communications related to technical support, new versions or updates; (iv) marketing of Broadcom Offerings; (v) development of threat intelligence for the purposes of ensuring fraud prevention and network and information security; (vi) development and enhancement of the Broadcom Offerings; and (vii) compliance with applicable laws and regulations.
- 12.5.2. **Broadcom as Processor.** Where Broadcom processes Personal Data within Customer Data on behalf of Customer, Broadcom's global Data Processing Addendum (DPA), located at <https://www.broadcom.com/privacy>, applies. If Customer procures the Broadcom Offering through a Broadcom Partner, the Broadcom Partner shall be responsible for entering into a relevant data processing agreement with Customer.
- 12.6. **Assignment.** Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.
- 12.7. **Import/Export.** Customer acknowledges that the Broadcom Offering(s) is subject to import and export laws and regulation, including in the specific case of the U.S. the Export Administration Regulations, and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Broadcom Offering(s) will not be exported, reexported or transferred in violation of export control laws or used for any purpose connected with chemical, biological or

nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose. Customer represents and warrants that: (a) Customer and any Authorized User, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list.

- 12.8. **Legal Compliance.** Both Parties shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any Broadcom Offering. Broadcom may suspend performance if Customer is in violation of applicable laws, regulations, or ordinances or in the event of a security risk to a Broadcom Offering or its users.
- 12.9. **Critical Applications.** The Broadcom Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.
- 12.10. **Announcements.** Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 12.11. **Notice.** Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 12.12. **Headings.** The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.
- 12.13. **Validity.** In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.
- 12.14. **Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Broadcom.
- 12.15. **Direct Sale to OARnet Customers.** During the Term of the Agreement, Broadcom and Carahsoft will make commercially reasonable efforts not to intentionally target OARnet Customers to provide lower pricing than is agreed to between the Parties under this Agreement.
- 12.16. **Waiver.** Waiver of a breach of the Agreement will not constitute a waiver of any later breach.
- 12.17. **Survival.** Sections pertaining to Dispute Resolution, Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation

Agreement.

- 12.18. **Open Trade.** Pursuant to Ohio Revised Code 9.76(B) Broadcom warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 12.19. **Compliance with Ohio Law / Third Party Terms.** Broadcom acknowledges that Customer is a government entity of the State of Ohio and as such is subject to Ohio law, including but not limited to Ohio Revised Code 9.27. ORC 9.27 requires that no State entity contract for goods or services may contain provisions requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, auto-renewals, or other provisions contrary to Ohio law, and if it does such provisions are void ab initio. Broadcom further acknowledges that neither this Agreement nor any subsequent addendum or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to Customer. To the extent Broadcom requires the use of third-party products or services, it agrees and acknowledges that Customer cannot accept any third-party terms that are contrary to Ohio law. Broadcom further agrees that to the extent it determines to use such third-party products and services that contain terms contrary to Ohio law, it must accept such terms on its own and not flow down such terms to Customer.
- 12.20. **Entire Agreement.** The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

1. INTRODUCTION

- 1.1. This Module for Broadcom Software ("**Software Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document and specifies the terms and conditions which apply to Broadcom Software that Broadcom will license to Customer and the Support that applies.
- 1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Authorized End Users**" means Customer, Customer Affiliate(s), OARnet Customers and their employees and independent contractors.
- 2.2. "**Authorized Use Limitation**" or "**Meter**" means the quantity of the Broadcom Software licensed in accordance with the License Metric specified in the Transaction Document.
- 2.3. "**Distributed Software**" means the Broadcom Software that is generally used for independent usage across individuals' systems or hardware based on the License Metric in a decentralized form of computing, which is not listed as 'Mainframe' on Broadcom's price lists.
- 2.4. "**Hardware**" means the Broadcom provided physical hardware device or server.
- 2.5. "**License Metric**" means the specific criteria for measuring the usage of the Broadcom Software (such as MIPS, CPUs, Cores, tiers, servers, or users).
- 2.6. "**Mainframe Software**" means Broadcom Software that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing, which is designated as 'Mainframe' on Broadcom's price lists.
- 2.7. "**OARnet Customers**" means Customers of the Ohio Academic Resource Network which shall include any Ohio public or private educational entity, including any university or university system, K-12, schools, libraries, school district, associated healthcare facility, Ohio government agency or entity, Ohio public safety agency, any county, municipality, or township within the State of Ohio, and the Air Force Institute of Technology, but no other federal entities.
- 2.8. "**Perpetual License**" means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.
- 2.9. "**Subscription**" or "**UMF**" (Usage and Maintenance Fee) license means a license to use Broadcom Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.
- 2.10. "**Support**" (which may also be referred to as "**Maintenance**") means technical support for the Broadcom Software. Support may also contain "**Content Updates**" provided by Broadcom for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the Broadcom Software, and may include content

- 2.11. **“Territory”** means the geographic region (Americas, EMEA, APAC) where Customer is authorized to install the Broadcom Software as indicated by the “Ship To” location in the Transaction Document, unless more broadly or narrowly granted in the Transaction Document. Americas is defined as the continents of North and South America. EMEA is defined as the continents of Europe (including the surrounding islands such as UK and Ireland) and Africa, and the Middle Eastern countries in the continent of Asia, south of, and including Turkey and west of Iran. APAC is defined as all countries not in Americas or EMEA geographic regions.

3. SOFTWARE OFFERING & OBLIGATIONS

- 3.1.1. Subject to the Customer’s compliance with the Agreement, Broadcom grants the Customer a Limited, nonexclusive, non-transferable license in object code form, for the Term to:
- 3.1.2. Install and deploy the Broadcom Software in the Territory up to the Authorized Use Limitation.
- 3.1.3. Permit Authorized End Users to remotely use the Broadcom Software for Customer’s and Customer Affiliates’ internal business wherever located. To the extent permitted by law, Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer. Carahsoft acknowledges and agrees OARnet Customers shall be liable for their own acts and omissions regarding the use of the Broadcom software.
- 3.1.4. Excluding Software in the VMware product family, make a reasonable number of copies of the Broadcom Distributed Software for disaster recovery “cold standby”, backup and archival purposes. Use of such copies is limited to testing Customer’s disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Software.
- 3.1.5. Make a reasonably necessary number of copies of the Broadcom Mainframe Software for disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:
- (a) Conducting limited testing of the DR Plan’s procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and
- (b) The period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Mainframe Software in normal operations at a Customer Site and must invoke its DR Plan (as defined below).

Customer represents it has a disaster recovery plan with respect to its sites and the Broadcom Mainframe Software (“**DR Plan**”). The rights provided in subsection (a) above are conditioned upon Customer providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. Customer agrees to inform Broadcom of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, Customer shall run the IBM SCRT for ISV Programs to report the usage of Broadcom Mainframe Software during the test and shall submit to Broadcom at scrt.broadcom.com no later than ten (10) days after the end of the calendar month in which the test occurred.

Customer agrees to keep Broadcom informed, at Broadcom’s request, of the identity and

address of any third-party providing services in the testing or execution of Customer's DR produced as a result of Customer's use of the Broadcom Software. Plan and Customer shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in this Agreement and to furnish such further factual confirmations with respect to its disaster recovery procedures as Broadcom may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be a Customer site hereunder nor shall any such third party be considered a third-party beneficiary for the purposes of this Agreement.

- 3.1.6. Relocate Broadcom Software to a new Customer location within the Territory upon prior written notice.
- 3.2. The Broadcom Software may be provided under terms and conditions, use Meter(s) and model(s) set forth within Specific Program Documentation ("SPD") identified in applicable Transaction Document(s). The Broadcom Software's specifications, product use rights and specified operating environment information may be found in the Documentation accompanying the Broadcom Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.
- 3.3. The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision and Customer agrees that, except as expressly set forth in the Agreement or to the extent permitted by applicable law, it shall not: (i) make available, provide or sub-license the Broadcom Software or its results/outputs in any form other than to Authorized End Users, (ii) make any use of the Broadcom Software for which it has not paid, (iii) cause or permit de-compilation, reverse engineering, or otherwise translate or derive source code from all or any portion of the Broadcom Software; (iv) modify, unbundle, enhance or create derivative works of the Broadcom Software and/or Documentation; (v) rent, sell, lease, assign, or transfer the Broadcom Software or use the Broadcom Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the Broadcom Software or Documentation; (vii) claim any rights in the Broadcom Software other than its right to use, (viii) export or use the Broadcom Software in violation of US or other applicable laws and regulations, or (ix) use the Broadcom Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to Broadcom. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("**Public Network**") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers' needs, Broadcom may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other Broadcom customers.

3.4. Audit.

- 3.4.1. Customer agrees to provide verified reports and records reasonably requested by Broadcom to verify Customer's compliance with the Authorized Use Limitation and License Metric defined in the Transaction Document. These reporting and verification obligations remain in effect during the Term of the Broadcom Offering and for twelve (12) months thereafter. Customer agrees that, upon thirty (30) days' prior written notice, Broadcom or an independent third party may audit Customer's compliance with the Foundation Agreement, Software Module and the Transaction Document, remotely or at Customer's facilities. Customer shall cooperate in good faith with such audit, which Broadcom agrees will be confidential, and commercially reasonable in nature and time. If Customer's self-verification or Broadcom's audit reveals any unpaid or unlicensed use, Broadcom shall provide written notification to Customer and within thirty (30) days of such written notification, Customer shall order at Broadcom's then-current list price, a sufficient number of such Broadcom Offering(s) and any applicable Support to cover its past or current use in excess of the Authorized Use Limitation and License Metric. If an audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, Customer will also reimburse Broadcom for its reasonable audit expenses.
- 3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to scrt.broadcom.com within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe machines, wherever located and whether owned or leased by Customer and any Affiliate or any outsourcing partner, including all disaster recovery machines. For Customers running Broadcom mainframe VSE products, Customer shall provide the ISV SCRT for z/VSE report annually on or before each anniversary date via upload to scrt.Broadcom.com. For Customers running Broadcom Mainframe VM products, Customer shall provide a listing of the model, serial number and LPAR names of each CPU located at, or remotely accessing each Customer site to CA annually on or before each anniversary date via upload to scrt.broadcom.com. Customer shall retain all SMF type 70 and 89 records for twelve (12) months. These reporting and verification obligations remain in effect during the Term and three months thereafter, and upon request up to twelve (12) months thereafter.
- 3.5. If the Broadcom Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:
- 3.5.1. Broadcom grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the Broadcom Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the Broadcom Software, if no such

evaluation period is pre-determined (“**Evaluation Term**”). Customer is solely responsible to take appropriate measures to back up its system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the Broadcom Software and uninstall or destroy all copies of the software. Broadcom shall accept no liability for Customer’s use of the Broadcom Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer’s evaluation of the software.

- 3.5.2. THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; BROADCOM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER BROADCOM COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. SUPPORT OFFERING

- 4.1. If Support is purchased under the OARnet Agreement, support issues will go directly to a senior level Broadcom/VMware support engineer, as set forth within a Transaction Document, Broadcom will provide Customer with purchased Support in accordance with the guidelines at: <https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933> (or successor URL). If a renewal fee for Maintenance is identified on a Transaction Document, then Broadcom may automatically invoice Customer for such renewal unless Broadcom receives not less than thirty (30) days written notice from Customer prior to the anniversary of the applicable Term that such Maintenance is not desired.
- 4.2. If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.
- 4.3. Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer’s Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Broadcom Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Broadcom Software prior to use of such replacement Broadcom Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

5. THIRD PARTY TERMS

- 5.1. In the event that the Broadcom Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at legaldocs.broadcom.com (or

successor URL).

6. SOFTWARE PERFORMANCE WARRANTY

- 6.1. For Distributed Software. Broadcom warrants that the Distributed Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Broadcom Software subject to Customer's compliance with the Agreement.
- 6.2. For Mainframe Software. Broadcom warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

7. SOFTWARE PERFORMANCE WARRANTY REMEDY

- 7.1. If Broadcom has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Broadcom to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Broadcom Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a prorata refund of the license fees paid and or Support fees. To Customer or Broadcom Partner (wherefrom the non-compliant Broadcom Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the Broadcom Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.
- 7.2. Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by Broadcom, (ii) the Broadcom Software is not modified and is being used in accordance with Broadcom Documentation, and (iii) the breach is not attributable in whole or in part to any non-Broadcom product(s) or service(s).

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 # **24006785 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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210 E MAIN ST
LANCASTER, OH 43130

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THE OHIO STATE UNIVERSITY
OARNET
1224 KINNEAR ROAD
COLUMBUS, OH 43212

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210 E MAIN ST
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-292-9381		7419		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/20/2024	18555			COMM-INFORMATION...
NOTES				

PO Requisitioner Name : Emylee Noel Gussler

E mail Address : emylee.gussler@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	VMWARE CLOUD FOUNDATION SOFTWARE GL Account: 12100118 - 530000	1.0	EACH	\$16,881.92	\$16,881.92
GL SUMMARY					
	12100118 - 530000			\$16,881.92	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$16,881.92 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

Purchase Order Total \$16,881.92

For Department Use ONLY

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
- Under \$75,000
 - State Term #: _____ (copy of State Term Contract must be attached)
 - ODOT Term #: _____ (See R.C. 5513.01)
 - Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - Emergency (Follow procedure under ORC 307.86(A))
 - Sole Source (attach documentation as to why contract is sole source)
 - Other: joint purchasing program RC 9.48(B)(2) (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
- No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 - No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - Obtained 3 quotes for purchases under \$75,000 (as applicable)
 - Purchase Order is included with Agreement

Signed this 18th day of November, 2024.

Daniel A Neeley IT Director

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: **OARNet**
Date: **11/18/2024 11:13:18 AM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Northern Ohio Rural Water Board Members	

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.

An Administrative Approval to approve a contract for VMWare Cloud Foundation software licensing between OARNet and the Fairfield County Board of Commissioners.

(Fairfield County Information Technology)

Approved as to form on 11/26/2024 2:42:02 PM by Austin Lines,

Signature Page

Resolution No. 2024-12.03.kk

A Resolution to Approve a Contract for VMWare Cloud Foundation software
Licensing between OARNet and the Fairfield County Board of Commissioners

(Fairfield County Information Technology)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.II

A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Bus Passes cost; 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:

12290800-433034 Charge Code:4111 Grant:PT000 Reimbursement-\$600.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit 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 Lancaster-Fairfield Public Transit for FCJFS's Bus Passes cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12207207-562600 Materials & Supplies
Amount: \$600.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

Lancaster-Fairfield Public Transit



746 Lawrence St P: 740-681-5086 Email: courtney.martin@fairfieldcountyohio.gov
 Lancaster Ohio, 43130 F: 740-681-5088 Website: co.fairfield.com/transit/

Bill To: Job & Family Services Contact: Brandi Downhour Invoice #: 11824
 Address: 239 W Main St Email: Brandi.Downhour@jfs.ohio.gov Invoice Date: 11/8/2024
 Lancaster Ohio 43130 Terms: 30 Days
 Invoice For: Loop Passes **Note: PLEASE INCLUDE INVOICE # ON CHECK** Due Date: 12/8/2024

Pass Type	Description	Qty	Unit Price	Account Code	Price
31 Day	Loop Pass	20	\$ 30.00	Object Code:433034 Org: Code: 12290800 Charge Code: 4111 Grant:PT000	\$ 600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Make all checks payable to Lancaster-Fairfield Public Transit. CREDIT CARDS NOT ACCEPTED				Invoice Subtotal	\$ 600.00
				TOTAL	\$ 600.00

Signature Page

Resolution No. 2024-12.03.II

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a Memo Expenditure for Fund #2072, Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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:

12290800- 433000 Reimbursement - \$3,735.50

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit 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 Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other

Amount: \$3,735.50

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

**FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130**

Provider: Lancaster-Fairfield Public Transit **Phone #:** 740-681-5086
Address: 746 Lawrence Street **City:** Lancaster **Zip Code:** 43130

EXPENSES:	Current Month	Service Month: September	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1432		
Total Trip Amount	\$42,960.00		
Total Wait Time	251		
Total Wait Time Amount	\$6,281.25		
Total # Miles	18,103		
Total Milage Amount	\$99,563.75		
Total Cost for Service Month	\$148,805.00		
Adjustments			
TOTAL BILLED	\$148,805.00		

WIOA CCMEP	\$3,735.50
TANF CCMEP	\$5,742.50
PA	\$139,327.00
TOTAL	\$148,805.00

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: Aaron Kennedy

Title: Transit Director

Date: 11/7/2024

Please check box indicating that you are authorized to submit invoice electronically

Signature Page

Resolution No. 2024-12.03.mm

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for 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 a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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:

12290800- 433000 Reimbursement - \$145,069.50

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit 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 Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$139,327.00

Account: 12201812-530005 Contract Services - Other

Amount: \$5,742.50

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

**FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130**

Provider: Lancaster-Fairfield Public Transit **Phone #:** 740-681-5086
Address: 746 Lawrence Street **City:** Lancaster **Zip Code:** 43130

EXPENSES:	Current Month	Service Month: September	Year: 2024
Unit Rate	\$5.50	MOU Term	
Flat Rate	\$30.00	From: July 2024	To: June 2025
Total # of Trips	1432		
Total Trip Amount	\$42,960.00		
Total Wait Time	251		
Total Wait Time Amount	\$6,281.25		
Total # Miles	18,103		
Total Milage Amount	\$99,563.75		
Total Cost for Service Month	\$148,805.00		
Adjustments			
TOTAL BILLED	\$148,805.00		

WIOA CCMEP	\$3,735.50
TANF CCMEP	\$5,742.50
PA	\$139,327.00
TOTAL	\$148,805.00

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: Aaron Kennedy

Title: Transit Director

Date: 11/7/2024

Please check box indicating that you are authorized to submit invoice electronically

Signature Page

Resolution No. 2024-12.03.nn

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance 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.

2024-12.03.00

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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:

12290800- 433000 Reimbursement - \$152,752.75

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit 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 Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$146,280.00

Account: 12201812-530005 Contract Services - Other

Amount: \$6,472.75

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

**FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130**

Provider: Lancaster-Fairfield Public Transit **Phone #:** 740-681-5086
Address: 746 Lawrence Street **City:** Lancaster **Zip Code:** 43130

EXPENSES:	Current Month	Service Month: October	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1685		
Total Trip Amount	\$48,150.00		
Total Wait Time	258		
Total Wait Time Amount	\$6,412.50		
Total # Miles	18,907		
Total Milage Amount	\$101,964.50		
Total Cost for Service Month	\$156,527.00		
Adjustments			
TOTAL BILLED	\$156,527.00		

WIOA CCMEP	\$3,774.25
TANF CCMEP	\$6,472.75
PA	\$146,280.00
Total	\$156,527.00

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: Aaron Kennedy
Title: Transit Director
Date: 11/21/2024

Please check box indicating that you are authorized to submit invoice electronically

Signature Page

Resolution No. 2024-12.03.00

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance 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 a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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:

12290800- 433000 Reimbursement - \$3,774.25

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit 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 Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other

Amount: \$3,774.25

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

**FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130**

Provider: Lancaster-Fairfield Public Transit **Phone #:** 740-681-5086
Address: 746 Lawrence Street **City:** Lancaster **Zip Code:** 43130

EXPENSES:	Current Month	Service Month: October	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1685		
Total Trip Amount	\$48,150.00		
Total Wait Time	258		
Total Wait Time Amount	\$6,412.50		
Total # Miles	18,907		
Total Milage Amount	\$101,964.50		
Total Cost for Service Month	\$156,527.00		
Adjustments			
TOTAL BILLED	\$156,527.00		

WIOA CCMEP	\$3,774.25
TANF CCMEP	\$6,472.75
PA	\$146,280.00
Total	\$156,527.00

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: Aaron Kennedy
Title: Transit Director
Date: 11/21/2024

Please check box indicating that you are authorized to submit invoice electronically

Signature Page

Resolution No. 2024-12.03.pp

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for 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 Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2630, Special Projects

WHEREAS, additional appropriations are needed in the major expenditure object category for 2630, Special Projects; 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 categories:

\$9,993.60 17263000 Personal Services
\$5,177.35 17263000 Fringe Benefits

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$15,170.96

\$9,993.60 17263000-511010 Salaries

\$3,477.44 17263000-521000 Health Insurance

\$6.00 17263000-521100 Life Insurance

\$144.91 17263000-522000 Medicare

\$1,399.10 17263000-5223000 PERS

\$149.90 17263000-526000 Workers Compensation

Signature Page

Resolution No. 2024-12.03.qq

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2630, Special Projects

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.rr

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

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$15,000.00 is hereby authorized as follows:

From: 17100101 Fringe Benefits
To: 17100101 Personal Services

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$15,000.00

From: 17100101-521000 Health Insurance \$15,000.00

To: 17100101-511010 Salaries \$15,000.00

Signature Page

Resolution No. 2024-12.03.rr

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

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the First Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services.

WHEREAS, Fairfield County Juvenile Court is the recipient of a Subsidy Grant for the Department of Youth Services; and

WHEREAS, an amendment is required for the FY25 Grant Year; and

WHEREAS, Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said amendment and requests the approval of the Commissioners.

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

Section 1. That the Juvenile Court Grant Amendment with the Ohio Department of Youth Services for the period of July 1, 2024 to June 30, 2025 is hereby approved.

Prepared by: Alisha Hoffman
cc: Juvenile Court

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County: <u>Fairfield 11.19.24</u>	Amendment # <u>1</u>
Allocations	
FY 2025 Tentative Base Allocation (YSG/510)	(1A) \$ <u>220,408.00</u>
FY 2025 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ <u>641,161.55</u>
FY 2025 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2025 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2025 Competitive RECLAIM Allocation	(5A) \$ <u>75,000.00</u>
FY 2025 JDAI Allocation	(6A) \$ _____
FY 2025 Y/E EVB Program Development Allocation	(7A) \$ <u>233,458.09</u>
FY 2025 Behavioral Health/Juvenile Justice (BHJJ)	(8A) \$ _____
Allocations Subtotal	(A) \$ <u>1,170,027.64</u>
Tentative Carryover Balance as of 6/30/24 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ <u>129,433.78</u>
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ <u>174,732.68</u>
JDAI Carryover	(4B) \$ _____
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B) \$ <u>106,749.77</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6B) \$ _____
Tentative Carryover Subtotal	(B) \$ <u>410,916.23</u>
Carryover Limit (25% of Total FY 2023 RECLAIM and Youth Services Grant Allocations)	(C) \$ <u>214,927.74</u>
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ _____
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption	(3D) \$ <u>174,732.68</u>
JDAI Exemption	(4D) \$ _____
Y/E EVB Program Development	(5D) \$ <u>106,749.77</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6D) \$ _____
Total Exemptions	(D) \$ <u>281,482.45</u>
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Y/E EVB Program Development	(5E) \$ _____
Behavioral Health/Juvenile Justice (BHJJ)	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2025 payments)	(E) \$ <u>-</u>
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ <u>991,003.33</u>
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ <u>249,732.68</u>
JDAI	(4F) \$ _____
Y/E EVB Program Development	(5F) \$ <u>340,207.86</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6F) \$ _____
Total Available FY 2025 Program Funds	(F) \$ <u>1,580,943.87</u>
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ <u>911,779.84</u>
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ <u>235,492.78</u>
JDAI Estimated Program Costs	(4G) \$ _____
Y/E EVB Program Development Costs	(5G) \$ <u>307,244.77</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6G) \$ _____
Total Estimated FY 2025 Expenditures	(G) \$ <u>1,454,517.39</u>
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ <u>79,223.49</u>
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ <u>14,239.90</u>
JDAI Unallocated	(4H) \$ _____
Y/E EVB Program Development Unallocated	(5H) \$ <u>32,963.09</u>
Behavioral Health/Juvenile Justice (BHJJ)	(6H) \$ _____
Total Unallocated FY 2025 Funds	(H) \$ <u>126,426.48</u>

* Supplemental Allocation included in RECLAIM amount

ATTACHMENT A
Page 2

County: Fairfield 11.19.24

Prepared By: Alisha Hoffman

FY: 25

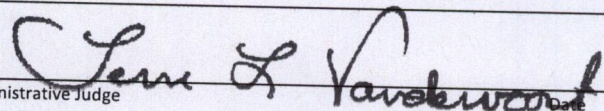
Phone # 740-652-7494

Amendment # 1

Amendment Type: _____

Funding Category	Activity Purpose	Local Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Diversion	\$ 898,994.93	\$ (81,893.70)	\$ 817,101.23
Subsidy Grant	Behavioral Change Hybrid	Resource Center	\$ 12,792.90	\$ 2,670.21	\$ 15,463.11
Subsidy Grant	Grant Administration	JDAI	\$ 44,215.50		\$ 44,215.50
Subsidy Grant	Skill Knowledge	Workforce Development	\$ 35,000.00		\$ 35,000.00
Competitive RECLAIM	Behavioral Change	Community-Based Respite	\$ 98,100.00		\$ 98,100.00
Competitive RECLAIM	Support Activity Tracking	Skill Building and Engagement Class	\$ 6,132.68		\$ 6,132.68
Competitive RECLAIM	Behavioral Change	Community-Based School Attendance Intervention	\$ 50,000.00		\$ 50,000.00
Competitive RECLAIM	Behavioral Change Hybrid	Law Enforcement Cyber Safety	\$ 20,500.00		\$ 20,500.00
Competitive RECLAIM	Behavioral Change Hybrid	RJJ Community Circles	\$ 61,025.50	\$ (265.40)	\$ 60,760.10
Y/E EVB Program Development	Behavioral Change Hybrid	Resource Center	\$ 58,420.20	\$ (180.00)	\$ 58,240.20
Y/E EVB Program Development	Program Development	Carey Guides, BITS, CQI, Roca, and Other Training	\$ 218,442.84	\$ 375.00	\$ 218,817.84
Y/E EVB Program Development	Behavioral Change	Community-Based Respite 6+ Nightsq	\$ 10,186.73		\$ 10,186.73
Y/E EVB Program Development	Support Activity Tracking	Restitution	\$ 20,000.00		\$ 20,000.00
Total Program Costs			\$ 1,533,811.28	\$ (79,293.89)	\$ 1,454,517.39

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:
 Allignment of funds for Diversion, Subsidy Resource Center, JDAI, RJJ Community Circles, YE EVB Resource Center, and Carey Guides, BITS, CQI, Roca, and Other Training.

Signatures:  11/20/2024
 Administrative Judge _____ Date _____
 President, County Commissioners / County Executive _____ Date _____

Purchased or Contract Services Budget Form

COUNTY: WIRFIELD AMENDMENT#1 11.19.

FUNDING CATEGORY: _____

Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: _____

Diversion 1 of 3

<u>Agency Name/Individual</u> <small>(List all Providers by Name)</small>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Lisa Kandra	Private	Facilitation of Assessment/Groups	1	\$ 15,000.00	\$ 15,000.00
Connexion Club	Private	Credits Recovery, Mentoring, and Classes	1	\$ 93,563.24	\$ 93,563.24
Educational Service Center	Public	Community Based Truancy	1	\$ 54,409.19	\$ 54,409.19
Total Purchased or Contract Services					\$ 162,972.43

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: FIELD AMENDMENT#1 11.1

FUNDING CATEGORY: _____

Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: _____

Diversion 2 of 3

Name	Title	New or		Number of Hours	Hourly Rate	Total
		Existing				
Michael McCoy (Bown replacement)	Case Manager		New	80	22.83	\$ 1,826.40
			Existing	640	24.21	\$ 15,494.40
				1040	24.21	\$ 25,178.40
Tara Cockerham	Case Manager		Existing	400	28.86	\$ 11,544.00
			Existing	560	28.86	\$ 16,161.60
Amanda Enderle	Case Manager		Existing	400	25.19	\$ 10,076.00
			Existing	640	27.59	\$ 17,657.60
			Existing	1040	28.97	\$ 30,128.80
TOTAL STAFF POSITIONS						\$ 128,067.20

Fringe Benefits		
Type		
Type		
Type		
Type		
TOTAL FRINGE BENEFITS		
TOTAL STAFF and FRINGE BENEFITS		\$ 128,067.20

Budget Narrative - Describe the services that the positions will provide.
 Diversion Case Managers offer diversion accountability program services which primarily focus on alternatives to the youth being formally charged and/or going through the process of the traditional, more lengthy means of the Juvenile Justice System.
 *See page 1 of 3 for fringe benefit total, inclusive of all diversion staff

Purchased or Contract Services Budget Form

COUNTY: NIRFIELD AMENDMENT#1 11.13.

FUNDING CATEGORY: _____

Subsidy Grant _____

Activity Purpose: _____ Grant Administration _____

LOCAL PROGRAM / ACTIVITY NAME: _____

JDAI

Agency Name/individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Surge	Public	Consultant for JDAI Implementation	1	\$ 43,852.63	\$ 43,852.63
Total Purchased or Contract Services					\$ 43,852.63

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: FIELD AMENDMENT #1 11.

FUNDING CATEGORY: Competitive RECLAIM

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: _____

RJJ Community Circles

	Name	Title	New or		Number of Hours	Hourly Rate	Total
			Existing	New			
	Kimberly Hoover	Case Manager			320	29.39	\$ 9,404.80
					910	29.39	\$ 26,744.90
TOTAL STAFF POSITIONS							\$ 36,149.70
Fringe Benefits							
Type	Ins/EAP					\$ 18,453.50	
Type	Life Ins					\$ 29.52	
Type	Medicare					\$ 524.17	
Type	OPERS					\$ 5,060.96	
Type	Workers Comp					\$ 542.25	
TOTAL FRINGE BENEFITS							\$ 24,610.40
TOTAL STAFF and FRINGE BENEFITS							\$ 60,760.10

Budget Narrative - Describe the services that the positions will provide.
 The Restorative Justice Case Manager will facilitate all Community Restoration Circles and development of Circle contracts as created by the participating Circle member. Additionally, the Restorative Justice Services Case Manager will provide ongoing Circle intervention development including the education and training of community partners and identified participating Circle members.

Program Maintenance Costs Budget Form

COUNTY: FAIRFIELD AMENDMENT#1 11.13.24

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Resource Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>		
Food and Snacks	1	\$ 5,000.00	\$ 5,000.00		<u>Briefly explain the reason needed.</u> Food/Snacks for Youth and/or Family
Total Maintenance Costs			\$ 5,000.00		

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Signature Page

Resolution No. 2024-12.03.ss

A Resolution Authorizing the First Amendment to the FY25 Grant Agreement with
the Ohio Department of Youth Services

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 General Fund

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$13,000.00 is hereby authorized as follows:

From: 17100101 Fringe Benefits
To: 17100101 Personal Services

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$13,000.00

From: 17100101-526000 Workers Compensation \$13,000.00

To: 17100101-511010 Salaries \$13,000.00

Signature Page

Resolution No. 2024-12.03.tt

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 1001 General Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2408 Drug Court

WHEREAS, additional appropriations are needed in the major expenditure object category for #2408, Drug Court; 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:

\$7,119.20 17240800 Personal Services
\$3,319.00 17240800 Fringe Benefits

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$10,438.20

17240800-511010 Salaries \$7,119.20
17240800-521000 Health Insurance \$2,072.00
17240800-521100 Life Insurance \$3.00
17240800-522000 Medicare \$94.00
17240800-523000 OPERS \$1,150.00

Signature Page

Resolution No. 2024-12.03.uu

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2408 Drug Court

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of an Agreement by and between Fairfield County Prosecutor and the Township of Violet 21 Prosecutor

WHEREAS, the Fairfield County Prosecutor is requesting the Board of Commissioners approval of an Agreement to Serve as Law Director with Violet Township; and

WHEREAS, the purpose of the agreement is for the continuation of the Fairfield County Prosecutor and his Assistants to provide Law Director services to the Township of Violet; and

WHEREAS, this agreement shall be effective January 1, 2025 through December 31, 2028.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Agreement to Serve as Law Director with the Township of Violet.

For Auditor's Office Use Only:

Section 1.

Prepared by: Lynette Barnhart, Prosecutor's Office

AGREEMENT FOR LEGAL SERVICES

This Agreement is made as of the last date indicated below by and between the Board of Fairfield County Commissioners ("County Commissioners") jointly with the Fairfield County Prosecuting Attorney ("the Prosecutor") and the Board of Violet Township Trustees ("the Township").

WHEREAS, Violet Township has adopted Limited Home Rule Government pursuant to Ohio Revised Code Chapter 504; and

WHEREAS, pursuant to Ohio Revised Code Section 504.15, the Township is required to appoint a township law director and may enter into a contract with the Prosecutor to have the Prosecutor serve as the township law director with the consent of the County Commissioners; and

WHEREAS, the Township desires to contract with the Prosecutor for to serve as township law director, and the Prosecutor is willing to provide said services in accordance with this agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Prosecutor shall serve as the township law director, legal advisor, and general counsel to the Township ("Legal Services") and perform all duties incumbent upon the township law director pursuant to Ohio Revised Code Section 504.15. The Prosecutor shall control the scope and provision of legal services to the Township. Legal services shall include representation of and advice to Township officers and employees acting within their official capacities, but *do not* include representation of officers or employees acting in their individual capacity and/or for actions exceeding the scope of their authority as officers or employees of the Township.
2. The Township shall pay to the Fairfield County Treasurer a flat annual fee for services rendered by the Prosecutor as law director, legal advisor and general counsel during the term of this Agreement. The annual fee shall be paid in 12 equal installments, each installment being due on the 15th day of each calendar month, beginning January 15, 2025. The total annual fees shall be as follows:

2025: \$23,064 (\$1922/month)

2026: \$24,216 (\$2018/month)

2027: \$25,428 (\$2119/month)

2028: \$26,700 (\$2225/month)

3. In the performance of the duties of law director, legal advisor, and general counsel, the Prosecutor, in his sole judgment may decline to provide services if there exists a conflict of interest or the subject matter of the services or litigation is beyond the expertise of the Prosecutor. Examples of conflicts include, but are not limited to, annexation proceedings or disputes with other governmental entities which the Prosecutor is obligated by statute to serve as legal counsel. Examples of services which may be beyond the Prosecutor's expertise include such matters as, but may not be limited to, providing opinions on the issuance of regulated securities, patent law and other similar specialties.
4. The term of this Agreement shall be from January 1, 2025, through December 31, 2028. The term notwithstanding, either the Prosecutor or the Township may terminate this Agreement by providing 60 days written notice to the other. This Agreement shall be governed by the laws of the State of Ohio.
5. This Agreement constitutes the entire written understanding of the parties. It may not be contradicted by any oral representations not set forth herein. This Agreement may be modified only in writing, by mutual agreement of the parties.

In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

THE BOARD OF VIOLET TOWNSHIP TRUSTEES

By: 

Title: Chairperson

Date: 11-20-24

THE FAIRFIELD COUNTY PROSECUTING ATTORNEY



R. Kyle Witt, Prosecuting Attorney

Date: 11/27/24

THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: _____

Date: _____

VIOLET TOWNSHIP BOARD OF TRUSTEES
FAIRFIELD COUNTY, OHIO

RESOLUTION NO. 2024-1120-01

Resolution to enter into an agreement with the Fairfield County Prosecutor to
Serve as Township Law Director from 2025-2028

Whereas, Violet Township has adopted Limited Home Rule Government pursuant to
Ohio Revised Code Chapter 504; and

Whereas, pursuant to Ohio Revised Code Section 504.15, the Board of Township
Trustees is required to appoint a township law director and may enter into a contract
with the County Prosecuting Attorney to have the Prosecuting Attorney serve as the
township law director with the consent of the County Commissioners; and

Whereas, the Township desires to contract with the Prosecutor for to serve as township
law director, and the Prosecutor is willing to provide said services;

Now therefore, be it resolved by the Board of Trustees of Violet Township, Fairfield
County, Ohio, at least two-thirds of all members concurring:

Section 1: That the Agreement for Legal Services attached hereto as exhibit A, and
incorporated herein, is hereby approved.

Section 2: That the President of the Board is hereby authorized and directed to execute
the Agreement for Legal Services on behalf of the Board of Township Trustees.

Motion for adoption made by Trustee: Dunlap

Seconded by Trustee: Monhollen, this 20 day of
November, 2024.

Roll call vote:

YES: 3 NO: 0 ABSTENTIONS: 0


Violet Township Board of Trustees,

Terry J. Dunlap, Sr.
Terry J. Dunlap, Sr., Trustee

Darrin Monhollen
Darrin Monhollen, Trustee

Lori Sanders
Lori Sanders, Trustee

This Resolution represents a complete and accurate statement as to the actions taken by the Board of Trustees.

Attest: 
Vanessa Niekamp, Fiscal Officer

Prepared by: ALD Horacek
2020-CON-0325

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of an Agreement by and between Fairfield County Prosecutor and the Township of Violet 21 Prosecutor

(Fairfield County Prosecutor)

Approved as to form on 11/27/2024 10:25:54 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.vv

A Resolution Authorizing the Approval of an Agreement by and between the Fairfield County Prosecutor and the Township of Violet

(Fairfield County Prosecutor)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the contract, notice to proceed and notice of commencement to Flecto, LLC for CDBG PY2022 - Village of Pleasantville – Otte Park Concessions + Restroom Pavilion project.

WHEREAS, a resolution was approved the award of bid to Flecto, LLC for CDBG PY2022 - Village of Pleasantville – Otte Park Concessions + Restroom Pavilion project; and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract, notice to proceed and notice of commencement to Flecto, LLC for CDBG PY2022 - Village of Pleasantville – Otte Park Concessions + Restroom Pavilion project.

Prepared by: Joshua Hillberry
CC: Regional Planning

CONTRACT

THIS AGREEMENT made this 1st day of November, 2024, by and between Flecto LLC¹ hereinafter called the "Contractor", and Fairfield County hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work.

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

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \$ \$230,922.00 subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement

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

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

b. Addenda (N/A)

c. All documents of the Bid Packet entitled: Bid Packet for Fairfield County – CDBG – Village of Pleasantville Otte Park Concessions + Restroom Pavilion and dated October 18, 2024 and including:

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

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

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

CONTRACTOR:

Flecto Construction

Signature

Typed/printed name

Tom Pieczynski

Title President

OWNER:

FAIRFIELD COUNTY COMMISSIONERS

Signature

Typed/printed name

President

Title

Certifications:

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

_____ Corporate
_____ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

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



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
01615093

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

FLECTO
3704 EAST PIKE
ZANESVILLE OH 43701-7751



www.bwc.ohio.gov

Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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

CERTIFICATE OF COMPLIANCE
WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned Tom Piecynski, the duly authorized representative of Flecto LLC (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

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

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

BY: _____ DATE: 11/01/2024

TITLE: President

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (APPROPRIATE RECIPIENT): Fairfield County Commissioners	DATE 11-01-2024
C/O	PROJECT NUMBER (IF ANY) N/A
	PROJECT NAME: Fairfield County - CDBG - Village of Pleasantville Otte Park Concessions + Restroom Pavilion

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

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

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

4. He certifies that:

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

Flecto LLC dba Flecto Construction
3704 East Pike
Zanesville, OH 43701

(b) The undersigned is:

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

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

NAME	TITLE	ADDRESS
Tom Piecynski	President	

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

NAME	ADDRESS	NATURE OF INTEREST
N/A	N/A	N/A

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

NAME	ADDRESS	TRADE CLASSIFICATION
N/A	N/A	N/A

Date: 11/01/2024

Flecto Construction

(Contractor)

(By)

WARNING

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

CONTRACTOR'S CERTIFICATION

COMPLIANCE WITH AIR AND WATER ACTS

TO: Fairfield County Commissioners - Village of Pleasantville
CITY/VILLAGE/COUNTY

PROJECT: VILLAGE OF PLEASANTVILLE OTTE PARK CONCESSIONS +
RESTROOM PAVILION

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

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

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

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

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

Acknowledged by _____
Contractor

Title: President

Date: 11/01/2024

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING THE DURATION OF THE CDBG ASSISTED PROJECT

Column 1	Column 2	Column 3	Column 4	Column 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES
N/A	N/A	N/A	N/A	N/A

*The Project Area is coextensive with the Fairfield County boundaries.


Flecto LLC dba Flecto Construction

Company

Fairfield County - CDBG - Village of Pleasantville - Otte Park Concessions + Restroom project

Project Name

N/A
Project Number



EEO Officer (Signature)

Ohio Department of Development
Office of Community Development

Section 3 Business Self-Certification

Business Name Flecto LLC dba Flecto Construction Business Phone Number 740-297-4425
Street Address 3704 East Pike Business Website https://www.flectoconstruction.com/
City Zanesville Business Point of Contact Tom Piecynski
State Ohio Business Email Tom@flectoconstructionl.com
Zip Code 43701

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

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

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

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

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

Date: 11-01-2024

Signature: _____

Name: Tom Piecynski

Title: President

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

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

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

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

NAME OF PRIME CONTRACTOR:
Flecto LLC dba Flecto Construction - Tom Piecynski

PROJECT NUMBER:
N/A

INSTRUCTIONS

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

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

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Tom Piecynski
3704 East Pike
Zanesville, OH 43701

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

Tom Piecynski - President

SIGNATURE

DATE 11-01-2024

Modeled after form HUD-12

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTALESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITION NOT CURRENTLY OCCUPIED	NUMBER POSITIONSTOBE FILLED WITH IL.P.A.R.*
OFFICES/SUPERVISORS	1	1	0	0
PROFESSIONALS	2	2	0	0
TECHNICIANS	2	2	0	0
HOUSING SALES/RENTAL MANAGEMENT	N/A	N/A	N/A	N/A
OFFICE CLERICAL	1	1	1	0
SERVICE WORKERS	0	0	0	0
OTHERS	N/A	N/A	N/A	N/A

TRADE Concrete

JOURNEYMEN	10	10	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUMNUMBER TRAINEES	0	0	0	0
OTHERS	0	0	0	0

TRADE Laborer

JOURNEYMEN	19	19	0	0
HELPERS	0	0	0	0
APPRENTICES	0	0	0	0
MAXIMUMNUMBER TRAINEES	0	0	0	0
OTHERS	0	0	0	0

TRADE

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUMNUMBER TRAINEES				
OTHERS				

TOTAL	35	35	1	0
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*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fairfield County whose family income does not exceed 80% of the median income in the MSA.

Flecto LLC dba Flecto Construction

COMPANY

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Flecto, LLC</p> <p>2 Business name/disregarded entity name, if different from above Flecto Construction</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p>5 Address (number, street, and apt. or suite no.) See instructions. 3704 East Pike</p> <p>6 City, state, and ZIP code Zanesville, OH 43701</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

Social security number																									
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2	7	-	3	2	8	5	2	2	9																

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1/4/24
------------------	----------------------------	----------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

NOTICE TO PROCEED

To: Flecto, LLC
3704 East Pike
Zanesville, OH 43701

Date: 11/15/2024

PROJECT Description: Fairfield County – CDBG – Village of Pleasantville Otte Park Concessions + Restroom Pavilion.

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024 on or after the date of this “Notice”, and you are to have substantial completions by no later than January 29, 2025 and fully completed on or before February 28, 2025.

FAIRFIELD COUNTY COMMISSIONERS

Owner

By: _____
Name: _____
Title: President

ACCEPTANCE OF NOTICE

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

By: _____
Name: _____
Title: _____

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

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

1. The public improvement is identified as:

Name: Fairfield County – CDBG – Village of Pleasantville Otte Park
Concessions + Restroom Pavilion

Location: Village of Pleasantville

Project Number: N/A

2. The public authority's name and address:

Fairfield County Commissioners

210 East Main Street, Room 301

Lancaster, Ohio 43138

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

Principal Contractors	Trade
<u>Flecto, LLC</u>	<u>General Construction</u>
<u>3704 East Pike</u>	
<u>Zanesville, OH 43701</u>	
<u> </u>	<u> </u>
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	
<u> </u>	

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

Surety	Principal Contractor
<u>McInturf Insurance Group</u>	<u>Flecto, LLC</u>
<u>PO Box 550</u>	
<u>Zanesville, OH 43702</u>	
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

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

Public Authority

By: _____

Title: President

State of Ohio,
County of _____:

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

Prepared by:
Joshua Hillberry
Fairfield County Regional Planning Commission
138 W. Chestnut St. Lancaster, OH. 43130

Notary Public

**BID GUARANTY AND
CONTRACT BOND**

Bond No: 72681100

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Flecto LLC

3704 East Pike, Zanesville, OH 43701

(Name and Address)

as Principal and _____

WESTERN SURETY COMPANY

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto the State of Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid

submitted by the Principal to the Obligee on _____

to undertake the project known as: Otte Park New Restroom and Pavillion

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

Two hundred and fifty thousand dollars dollars (\$ 250,000).

(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, assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, If the Obligee 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 Obligee 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 Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee 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 Obligee 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 Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material 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 materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any 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 17th day of October, 2024.

PRINCIPAL:

Electo LLC

BY: [Signature]

TITLE: President

SURETY: WESTERN SURETY COMPANY

SURETY COMPANY ADDRESS:

151 North Franklin, 17th Floor
Street

Chicago, IL 60606
City State Zip

BY: [Signature]
Attorney-in-Fact
JAMES L MC INTURE

SURETY AGENT'S ADDRESS:

JAMES L. MC INTURE INSURANCE
AGENCY, INC.
Agency Name

1100 BRANDYWINE BLVD., BUILDING F
Street

ZANESVILLE, OH 43701
City State Zip

740-454-9793



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72681100

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JAMES L MC INTURE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Flecto LLC

Obligee: Village of Pleasantville

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72681100 is not issued on or before midnight of January 17th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

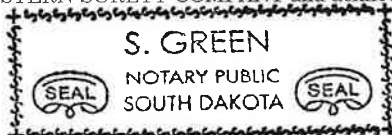
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 17th day of October, 2024.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 17th day of October, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of October, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2023

ASSETS

Bonds	\$ 1,935,600,431
Stocks	15,281,696
Cash, cash equivalents, and short-term investments	36,335,353
Receivables for securities	14,770,000
Investment income due and accrued	18,185,645
Premiums and considerations	70,728,009
Amounts recoverable from reinsurers	4,459,042
Net deferred tax asset	18,202,272
Receivable from parent, subsidiaries, and affiliates	12,895,815
Other assets	157,742
Total Assets	\$ 2,126,616,005

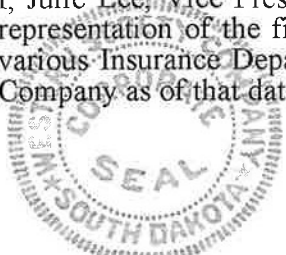
LIABILITIES AND SURPLUS

Losses	\$ 247,328,673
Loss adjustment expense	56,340,495
Commissions payable, contingent commissions and other similar charges	13,245,319
Taxes, License and fees (excluding federal and foreign income taxes)	5,075,390
Federal and foreign income taxes payable	829,556
Unearned premiums	316,760,881
Advance premiums	6,183,112
Ceded reinsurance premiums payable (net of ceding commissions)	4,347,066
Amounts withheld or retained by company for account of others	3,094,680
Provision for reinsurance	157,388
Payable to parent, subsidiaries and affiliates	9,464
Other liabilities	(6,171)
Total Liabilities	\$ 653,365,853

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,182,353,957
Surplus as regards policyholders	\$ 1,473,250,152
Total Liabilities and Capital	\$ 2,126,616,005

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2023, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

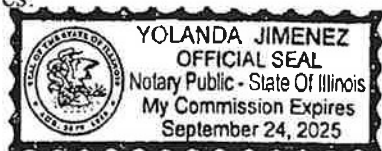


WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 14th day of March, 2024.

My commission expires:



By Yolanda Jimenez
Notary Public

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/27/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity
Other Liability
Surety



WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$2,126,616,005, liabilities in the amount of \$653,365,853, and surplus of at least \$1,473,250,152.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Joshua T. Hillberry
Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the contract, notice to proceed and notice of commencement to Flecto, LLC for CDBG PY2022 - Village of Pleasantville – Otte Park Concessions + Restroom Pavilion project.

(Fairfield County Regional Planning Commission)

Approved as to form on 11/18/2024 2:32:07 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.ww

A Resolution Authorizing the Contract, Notice to Proceed and Notice of Commencement to Flecto, LLC for CDBG PY2022, Village of Pleasantville Otte Park Concessions and Restroom Pavilion Project

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the Monomoy CRE, Final Plat [Regional Planning]

WHEREAS, the Monomoy CRE, subdivision located in Greenfield Township, was approved by the Regional Planning Commission on August 6, 2024; and

WHEREAS the developer has submitted a final plat as required by Fairfield County Regional Planning Commission; and

WHEREAS the developer has submitted a development agreement as required by the Fairfield County Subdivision Regulations; and

WHEREAS the developer has furnished all required fees.

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

Section 1. That this Board hereby approves and authorizes itself to execute the final plat for the Monomoy CRE, subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning

Signature Page

Resolution No. 2024-12.03.xx

A resolution to approve the Monomoy CRE, Final Plat [Regional Planning]
(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.yy

A resolution to approve and adopt revisions to the Fairfield County Subdivision Regulations [Regional Planning]

WHEREAS, in accordance with the Ohio Revised Code Section 711.101, a public hearing was held on December 3, 2024; and

WHEREAS, the notice of the public hearing was advertised on October 28, 2024 in the Lancaster Eagle-Gazette; and

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

Section 1. That this Board hereby authorizes itself to approve and adopt revisions to the Fairfield County Subdivision Regulations attached as Exhibit A.

Prepared by: Joshua Hillberry
cc: Regional Planning



FAIRFIELD COUNTY SUBDIVISION REGULATIONS

FAIRFIELD COUNTY, OHIO

**BOARD OF COUNTY COMMISSIONERS
FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION**

FAIRFIELD COUNTY SUBDIVISION REGULATIONS

REVISIONS

APRIL 1, 1989

REVISED JUNE 13, 2000

REVISED JANUARY 29, 2002

REVISED APRIL 16, 2002

REVISED JANUARY 1, 2003

REVISED JANUARY 28, 2003

REVISED MARCH 11, 2003

REVISED JANUARY 1, 2005

REVISED JULY 5, 2006

REVISED AUGUST 7, 2012

REVISED APRIL 25, 2017

REVISED SEPTEMBER 3, 2019

REVISED SEPTEMBER 18, 2024 [DRAFT]

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1. GENERAL CONSIDERATIONS

1.1 TITLE

These Regulations shall be known and may be cited and referred to as the "Fairfield County Subdivision Regulations," and shall hereinafter be referred to as "these Regulations."

1.2 PURPOSE

These Regulations are adopted as minimum requirements for the regulation and control of land subdivision within the unincorporated area of the county. The further purpose of these Regulations is to enforce and implement the then current Fairfield County Land Use Plan. These Regulations are intended to:

- A. Establish standards for the construction of any and all public improvements as herein required.
- B. Provide for adequate light, air and privacy, to secure safety from fire, flood, and other danger, to prevent population congestion and overcrowding of the land, and to provide for the orderly expansion and extension of community services and facilities.
- C. Provide adequate urban and suburban development patterns and to provide for the proper arrangement of streets and highways in relation to those existing or planned and to provide for the most beneficial relationship between the use of land, buildings, traffic and pedestrian movements.
- D. Protect and improve the quality of life through the protection of the total environment, including the prevention of air, water, light, and noise pollution, the prevention of soil erosion, and the establishment and preservation of natural systems required for the proper management of water and biological diversity.

Ensure the appropriate surveying of land, preparing and recording of plats and the equitable handling of all subdivision plats by providing uniform procedures and standards for observance by both Fairfield County and developers.

1.3 DEFINITION OF SUBDIVISION.

1.3.1 DEFINITIONS

A subdivision is "the division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two or more parcels, sites, or lots, any of which is less than five acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easements of access, and the sale or exchange of parcels between adjoining lot owners, where such sale or exchange does not create additional building sites, shall be exempted"; or: (Reference ORC 711.001 (B) (1))

A subdivision is the improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants, or lease holders or as easements for the extension and maintenance of public sewer, potable water, stormwater and drainage, electricity, telephone, telecommunications or other public facilities. (Reference ORC 711.001(B) (2))

Provided the state law should be changed which would affect the definition of "Subdivision" said change shall be made a part of these Regulations the same as if adopted by the Fairfield County Regional Planning Commission and the Fairfield County Commission. Said change shall become effective on the date the revised state law becomes effective.

A lease of a portion of a tract of land or lot for a period of more than five (5) years is considered a subdivision for the purpose of these Regulations. Said lease may be exempt from these Regulations if the Commission determines the intent is not to violate said Regulations even though it may not comply with said Regulations. (Reference ORC 711.15)

1.4 DIVISIONS OF LAND WHICH DO NOT CONSTITUTE A MINOR SUBDIVISION.

1.4.1 EXEMPT LOT SPLITS

Any subdivision of land in which all lots or parcels resulting therefrom that contain 5.01 acres or more and do not involve any new street or easement of access are exempt from subdivision regulations under ORC 711.001 (B)(1)(a) and do not constitute a minor subdivision, provided no lots containing less than 5.01 acres are created prior to the parcels being shown on the next proceeding tax roll. (It is emphasized that lots or parcels resulting therefrom that contain 5.01 acres or more and involve any new street or easement of access are subject to these Regulations and shall be considered "major subdivision".) An exempt lot split must, however, comply with the following:

A metes and bounds description of parcels containing 5.01 acres or more and an approved form of conveyance meeting the requirements for property transfer by the Fairfield County Auditor's and Engineer's Offices shall be required for RPC processing. The metes and bounds description must be accompanied by a survey and legal description certified by a professional surveyor licensed in the State of Ohio. The survey must meet the Minimum Standards for Boundary Surveys, Administrative Code 4733-37 and must be approved by the County Engineer or designee.

Parcels containing 5.01 acres or more shall meet the frontage requirements of the zoning resolution affecting said parcels, however, in no case shall said parcel have less than 60 ft. of frontage.

The County Engineer or designee shall review parcels containing 5.01 acres or more that are proposed on a county road or within 750 feet of any intersection. The Ohio Department of Transportation shall review/approve parcels containing 5.01 acres or more that are proposed on a State Highway System. Townships may request by resolution that parcels containing 5.01 acres or more proposed on township roads be

submitted to the township for access review/approval. These reviews will be conducted to promote health and safety by ensuring adequate access and sight distance are available.

Tracts containing 5.01 acres or more will not be approved as residential building sites but will be processed to determine whether or not they are exempt from the Fairfield County Subdivision Regulations, to insure that a proper survey and description are presented, and to ensure that adequate access and sight distance are available. To be exempt from the regulations, a tract must have a minimum of 5.01 acres and have frontage on a public road or frontage on an easement of record, which was recorded prior to January 1, 1974. When such tracts meet the above requirements and comply with minimum frontage requirements of the respective zoning resolution, they shall be stamped as exempt from the Fairfield County Subdivision Regulations.

Parcels containing 5.01 acres or more shall be subject to the processing fee set forth in Section ~~14.11.1 3.5~~ of Appendix B.

Any rejection by the staff of the applicant's contentions is subject to appeal to the Subdivision Regulations Committee. Appeals shall be fully documented by the applicant and shall be submitted in writing within 30 days of the staff's written decision. The filing fee set forth in Section ~~14.6 3.5~~ of the Appendix B shall be required on any appeal. This fee is not in lieu of any normal processing or filing fees, which may be required. Any decision of the Subdivision Regulations Committee may be appealed to the Regional Planning Commission without an additional fee, provided the appeal is submitted in writing within 30 days of the Subdivision Regulations Committee decision.

In determining whether or not a tract containing 5.01 acres or more is fronting on an existing public street or easement, only officially recorded documents shall be utilized. If the documents involved were not recorded on or before December 31, 1973, they shall not be considered valid except for plats with recorded public streets.

When a tract of 5.01 acres or more is transferred from an original ownership of less than 10.02 acres it is not an exempt split, because a nonexempt tract of less than 5.01 acres will be created, which shall be processed according to Title II of these Regulations.

1.4.2 EXEMPT TIED LOT SPLITS

The sale or exchange of parcels of land between adjoining property owners, whereby the original parcel is not reduced below the requirements of this or any other regulations, and in the opinion of the Regional Planning Commission a new building site is not created, shall be exempt from these Regulations. However, a metes and bounds description of the exempt tied split and an approved form of conveyance meeting the requirements for property transfer by the Fairfield County Auditor's and Engineer's Offices will be required for RPC processing. The metes and bounds description must be accompanied by a survey and legal description certified by a Professional Surveyor licensed in the State of Ohio. The survey must meet the Minimum Standards for Boundary Surveys, Administrative Code 4733-37 and must be approved by the County Engineer or designee.

The sale or exchange of parcels of land to an adjoining property owner whereby such parcel or tracts of land does not meet subdivision requirements or other applicable regulations, and which, in the opinion of the Regional Planning Commission, creates a

new building site pursuant to Section 711.001 (B) (1) of the Ohio Revised Code, shall not be exempt from these Regulations. In such instances, the transfer of such property shall only be approved when: a) the parcel being created is combined with the existing parcel of the property owner purchasing said parcel in such a manner whereby both tracts are incorporated into one tract of record within a single deed, or b) the documents of transfer shall contain the following statement: "This parcel shall not be utilized as a separate building site unless approved by the existing planning agency with platting authority over the area. Unless such approval is obtained, this parcel shall be used in conjunction with the parcel recorded in Volume ____ Page ____, Deed Records, Fairfield County, Ohio." Such exchange of parcels of land between adjoining land owners shall be subject to the processing fee set forth in Section 14.11 ~~3.1~~ of Appendix B.

For the purpose of Section ~~1.4.2 A and B~~ of this section of these Regulations, consistent with ORC 711.001 (B) (1), a new building site shall be defined as a parcel or tract of land which is capable of physically accommodating a building or structure of such a nature so as to be used independent of any other structure or use, notwithstanding any other regulations which may prohibit or restrict the use of said parcel as a building site.

1.5 AUTHORITY.

The Fairfield County Regional Planning Commission, hereinafter known as the "Regional Planning Commission", and the Board of Fairfield County Commissioners, are authorized to adopt rules and regulations governing plats and subdivisions of land within its jurisdiction by virtue of Chapter 711 of the Ohio Revised Code.

1.6 JURISDICTION.

These regulations shall be applicable to all subdivisions hereinafter made of land located within the unincorporated areas of Fairfield County other than land within the extraterritorial jurisdiction area of a City as provided in Section 711.09 of the Ohio Revised Code. The Regional Planning Commission shall have the power of final approval of plats.

1.6.1 DEFINING COUNTY JURISDICTION

Whenever a City within Fairfield County has adopted a Major Thoroughfare Plan and a Park and Public Open Space Plan for the territory within the City limits and for the territory within a three mile sphere of influence of the City, has adopted subdivision regulations, and is exercising extra-territorial jurisdiction, the City Planning Commission may cooperate and agree by written agreement that the approval of a plat by the City Planning Commission as provided in Section 711.10 of the Ohio Revised Code, shall be conditioned upon receiving advice from or approval by the Regional Planning Commission.

The Regional Planning Commission shall assume jurisdiction over land within the extraterritorial jurisdiction area of any City, which has not fulfilled the requirements of Section 711.09 and is not exercising extraterritorial jurisdiction. Said requirements consist of certifying to the County Auditor a Thoroughfare and Open Space Plan for the extraterritorial jurisdiction area and certifying to the Auditor appropriate Subdivision Regulations.

Requirements for construction of improvements and the specifications therefore within the extraterritorial jurisdiction area of any City shall be approved by the Fairfield County Board of Commissioners and performance guarantees for improvements within this area shall be made payable to the Fairfield County Board of Commissioners. Said improvements shall be subject to the recommendations and inspection of the County Engineer and the County Sanitary Engineer or designees.

At such time as five (5) cities are located, entirely or partially, within Fairfield County, the Regional Planning Commission shall assume authority for subdivision control of all unincorporated areas in Fairfield County as provided in Section 711.09 of the Ohio Revised Code.

1.7 INTERPRETATION.

In their interpretation and application, the provisions of these Regulations shall be held to be minimum requirements. It is not intended by these Regulations to interfere with, or abrogate, or annul any easements, covenants, or other agreements between parties unless they violate these Regulations. When two specific provisions of these Regulations conflict, or a provision of these Regulations conflict with any other lawfully adopted rules, regulations, ordinances, or resolutions, the most restrictive, or that imposing the higher standards shall apply except as provided in Section 1.6.1 ~~(c)~~ of these Regulations.

1.8 INCORPORATION OF COUNTY CONSTRUCTION STANDARDS.

These Regulations shall be administered in conjunction with then current Fairfield County **Stormwater Design Manual**, Fairfield County **Roadway Design Manual**, Fairfield Water, Drainage, and Sewer Regulations and the Fairfield County Construction and Material Specifications, and Fairfield County Wellhead Protection Plan which standards and specifications are incorporated herein by reference.

1.9 ADMINISTRATION.

These Regulations shall be administered by the Fairfield County Regional Planning Commission.

1.10 ADOPTION.

These regulations shall become effective after the necessary public hearings, adoption by the Fairfield County Board of Commissioners and the Regional Planning Commission and certification to the County Recorder in accordance with Chapter 711.10 of the Ohio Revised Code. All or any previous subdivision regulations now in effect shall be deemed to be repealed upon adoption of the rules contained herein.

1.11 AMENDMENT.

These regulations may be amended in accordance with the same procedure as stated in Section 1.10 of these Regulations, subject to the exception contained in Section 1.13.

1.12 SEPARABILITY.

The invalidation of any clause, sentence, paragraph, or section of these Regulations by a court of competent jurisdiction shall not affect the validity of the remainder of these Regulations either in whole or in part.

1.13 APPENDIX B AND C DEFINED.

Appendix B and C of these Regulations are administrative in nature and, therefore, not an adopted section of these Regulations. Therefore, they are subject to change by resolution of the Regional Planning Commission only.

1.14 PRIVATE STREETS.

All subdivisions, whether they involve private or public streets, shall be subject to normal platting procedures, standards, and specifications except as may be modified in unusual circumstances by the Regional Planning Commission after obtaining recommendation from the County Engineer. Prior to the allowance of any private street there shall be established a non-profit corporation or association with specific by-laws, funding, and other necessary powers to insure the proper maintenance of the private street. Private streets are to be discouraged under normal platting procedures.

1.15 PARTITIONS.

Wherever land is to be divided by the process of partition in court pursuant to Section 5307.06 of the Ohio Revised Code, all petitions for the partition shall be submitted to the Regional Planning Commission which shall take action thereon within thirty (30) days or within such additional time as agreed upon by the petitioners.

1.16 LAND CONTRACTS.

Land may be placed under land contract in cases where an entire existing parcel is involved and no action is required by the Fairfield County Regional Planning Commission under these Regulations. If action is required by the Fairfield County Regional Planning Commission under these Regulations, the subdivision of land must be approved in accordance with these Regulations and recorded prior to placing the land under contract.

2. MINOR SUBDIVISION PROCEDURES

2.1 DEFINITION.

Subdivisions involving five (5) lots (4 lots plus the residual) or less which do not involve opening, widening, or extending streets or establishing new public easements, are hereinafter referred to as "minor subdivisions". Minor subdivisions are further described as parcels created by "metes and bounds" descriptions and shall comply with sections 2.2 thru section 2.11.

2.1.1 MINOR SUBDIVISION POLICIES

A parcel consists of all land shown as a unit or as contiguous units on the last preceding tax roll.

Per Section 711.131 of the Ohio Revised Code, a proposed division of a parcel of land along an existing public street, not involving the opening, widening or extension of any street or road, and involving no more than 5 lots (4 lots plus the residual) after the original tract has been completely subdivided, may be submitted without a plat.

Original tracts divided by public road right of way will be considered as separate parcels for the purpose of these Regulations.

Minor subdivisions shall not be granted which have their frontage on the terminal end of a street that is designed for further extension.

Each deed shall be stamped with a flood hazard determination by the Regional Planning Commission staff based upon the Special Purpose Flood Damage Prevention Regulations for Fairfield County.

Minor Subdivisions shall not be granted within any floodway noted in the latest flood hazard studies completed within Fairfield County.

2.2 SURVEY REQUIREMENT.

No division of land involving a metes and bounds description shall be approved or exempted unless it is accompanied by a survey and legal description certified by a Professional Surveyor licensed in the State of Ohio. Said survey must meet the Minimum Standard For Boundary Surveys, Administrative Code 4733-37 and must be approved by the County Engineer or designee.

2.3 FRONTAGE REQUIREMENT.

Minor subdivision lots shall meet township zoning regulations or have a minimum of one hundred twenty-five (125) feet of continuous frontage (whichever is greater) on an existing improved public road measured at the right-of-way line. Where existing central water and sewer serve the proposed parcel(s), then the township zoning regulations may reduce the required frontage.

2.4 MINIMUM LOT SIZE.

The minimum lot size of any minor subdivision shall be thirty thousand (30,000) square feet or as required by township zoning and/or the **Fairfield County Health Department**, whichever is greater.

2.5 MINIMUM DEPTH OF FRONTAGE.

The required lot frontage for any parcel subject to minor subdivision regulations shall be maintained for a minimum depth of at least 60 feet from the right-of-way line.

2.6 MINIMUM WIDTH

The minimum width of any parcel subject to minor subdivision requirements shall not be less than 60 feet from the right-of-way line to the midpoint of the overall lot depth.

2.7 SUBMISSION AND REVIEW REQUIREMENTS FOR MINOR SUBDIVISIONS**2.7.1 REVIEW AGENCY APPROVAL.**

Approval from the following review agencies may be required as indicated below in order to promote the public health, safety, and welfare when subdividing land through the minor subdivision process. These agencies may have additional requirements, in addition to these Regulations, if the agency determines such requirements are necessary to promote public health and safety.

- A. The County Sanitary Engineer or designee shall review all proposed minor subdivisions to determine whether public water and/or sewer serve or will serve the proposed lot(s).
- B. The **Fairfield County Health Department** shall review/approval all minor subdivisions where existing public water and/or sewer services are not provided to determine that the proposed lot(s) are adequate for on-site water and/or sewer system(s).
- C. The County Engineer or designee shall review/approve all minor subdivisions proposed on a county road or within 750 feet of any intersection. The Ohio Department of Transportation shall review/approve all minor subdivisions proposed along a State Highway System. Townships may request by resolution that minor subdivisions proposed along township roads be submitted to the township for access review/approve prior to Regional Planning approval.
- D. The official approval of the township relative to compliance with zoning regulations shall be necessary where the minimum zoning requirements are in doubt.

2.7.2 ITEMS REQUIRED FOR SUBMISSION TO REGIONAL PLANNING

- A. All corners of the proposed lot(s) must be temporarily staked prior to submitting an application to Regional Planning so that the required review agencies can easily identify the location of the proposed lot(s).
- B. A completed application for a minor subdivision must be submitted to the Regional Planning Commission. An application is considered complete when it includes all approvals required in 2.7.1 and contains the following:

- i. A proposed land division vicinity map or copy of the tax map for that area; and
- ii. An approved survey and legal description prepared in accordance with Section 2.2; and
- iii. A Location Map certified by a Professional Surveyor. The Location Map may be combined with the survey or may be a separate drawing. The Location Map must include the following:
 - iv. All newly created lot lines for all proposed lot(s) and the residual; and
 - v. All adjoining public roads; and
 - vi. Any existing above ground structures (including rakes and overhangs) located within 80 feet of a newly created lot line. The minimum standards shall be the minimum standards for a Mortgage Location Survey in the State of Ohio, Administrative Code Chapter 4733-38; and
 - vii. Any existing points of access; and
- viii. The Federal Insurance Rate Map (FIRM) Number, Effective Date, and Flood Zone Designation (for each proposed lot); and
- ix. The State, County, Township, Range, Township Name, and Section Number; and
- x. The dimensions of the newly created lot(s) and acreage; and
- xi. Signature, Seal and Date.
- xii. An approved form of conveyance meeting the requirements for property transfer by the Fairfield County Auditor's and Engineer's Offices; and
- xiii. All applicable fees are paid; and
- xiv. Any other material or information the Regional Planning Commission finds necessary for the review of the minor subdivision.

2.8 MINOR SUBDIVISION APPROVAL

Per Section 711.131 of the Ohio Revised Code, if the Regional Planning Commission, acting through its authorized agent is satisfied that such proposed division is not contrary to applicable platting, subdividing or zoning regulations, it shall, within seven (7) working days after submission of a completed application, approve such proposed division. On presentation of an approved conveyance of said parcel and other necessary data required in Section 2.7.2, the same shall be stamped, "Approved, Fairfield County Regional Planning Commission," and signed by a duly authorized agent.

2.9 FEES AND WITHDRAWAL PROCEDURE.

Once submitted and accepted, fees shall be non-refundable. Prior to the Fairfield County Regional Planning Commission action, any accepted application may be withdrawn by letter. A withdrawn application becomes void, requiring a new application and fee for further consideration.

2.10 PROCESSING AND RECORDING.

2.10.1 PROCESSING

Upon determination that the conveyance of a parcel can be approved a processing fee as set forth in Appendix B, Section ~~14.11.1 3.1~~ will be required from the applicant prior to final approval.

2.10.2 RECORDING

The approval of the Regional Planning Commission shall be void if the documents of transfer are not recorded within sixty (60) days from the date of approval, unless an extension, not to exceed 90 additional days, is granted by RPC staff. No additional fee will be required for this extension. Re-approval thereafter by the Regional Planning Commission shall be subject to the processing fee as set forth in the Appendix B, Section ~~14.11.1 3.1~~.

RPC staff may deny the above mentioned time extension if changes have been made to the originally approved minor subdivision. RPC staff may also deny the time extension if amendments to these Regulations have been made or are pending that may affect the original approval of the minor subdivision.

2.11 APPEAL.

Upon determination by staff that a minor subdivision will not be approved, an applicant may appeal this decision to the Regional Planning Commission. Appeals shall be fully documented by the applicant and shall be submitted in accordance with Section ~~11.6 11.5 (B)~~ The filing fee set forth in Section ~~14.16 3.5~~ of the Appendix B shall be required on any appeal. This fee is not in lieu of any normal processing or filing fee, which may be required for minor subdivision review. Any decision of the Regional Planning Commission shall be submitted in accordance with Section ~~11.5 (A)~~.

3. MAJOR SUBDIVISIONS

3.1 DEFINITION.

SUBDIVISIONS INVOLVING MORE THAN FIVE (5) LOTS OR INVOLVE THE OPENING, WIDENING, OR EXTENSION OF STREETS, and as defined under Section 1.3.1-(B) of these regulations. [Reference ORC 711.001 (B) (1) and (2)]

3.2 PRE-SUBMISSION GUIDANCE.

Prior to preparing a preliminary plan, it is strongly recommended that the subdivider seek the counsel of the Regional Planning Commission's staff at the outset by submitting a sketch plan, the contents of which are described in paragraph 3.2.1 below. The Regional Planning Commission's staff may request other agencies, such as the County Engineer's office, County Utilities Department, **County Health Department**, and Soil and Water Conservation District to review the sketch plan. **The agencies shall have ten (10) business days, excluding Fairfield County observed holidays, after the date of receipt of the plan by each agency from the Regional Planning Commission to review and comment on the sketch plan.** The staff acting for the Regional Planning Commission shall inform the subdivider that the sketch plan as submitted does or does not meet the objectives of these regulations. If the sketch plan does not fulfill the objectives of these regulations, the reason along with the suggested modifications shall be given to the subdivider. Multiple sketch plans for the same site will not be reviewed, unless significant layout changes have been made, as determined by the Regional Planning Commission staff.

3.2.1 SKETCH PLAN.

The sketch plan may be a freehand drawing in pencil drawn generally to scale showing the land in relation to the surrounding area. Existing and proposed streets, lots, and other features shall be shown. Sufficient information pertaining to topographic data should be presented for the staff and other agencies to evaluate the plan.

3.3 PRELIMINARY PLAN AND DATA.

The subdivider having determined to proceed with a preliminary plan, shall submit the items set forth below to obtain preliminary approval. All items submitted shall be prepared by either a registered surveyor and/or a registered professional engineer, as is appropriate. The number of days that all the necessary items shall be submitted to the staff prior to a regularly scheduled meeting of the Regional Planning Commission and the necessary number of copies of each item is set forth in the Appendix B, Sections **14.1 ~~1-1~~** and **14.2 ~~1-2~~**. A preliminary plan shall cover the entire contiguous ownership of the applicant unless the applicant specifically states in writing that he does not intend to develop a portion of his ownership within the next three years, or an exception to the requirements of this section is requested by the applicant, along with the documented reasons, and is granted by the Regional Planning Commission.

3.3.1 APPLICATION.

An application, as contained in Appendix C, shall be filed. Copies of the application form may be obtained from the office of the Regional Planning Commission.

3.3.2 PRIVATE COVENANTS.

A proposed set of private covenants shall be filed if the subdivider intends to incorporate them in his recorded plat.

3.3.3 VICINITY SKETCH.

A vicinity sketch shall be incorporated showing the location of the proposed subdivision in relation to the existing street pattern, drainageways, and developed land in the surrounding area within a one mile radius.

A dated letter from the zoning inspector stating minimum lot size and frontage requirements for the proposed subdivision, may be required when the minimum zoning requirements are in doubt.

3.3.4 PRELIMINARY STORM DRAINAGE PLAN.

A preliminary storm drainage plan shall be filed with the staff **in accordance with the latest edition of the Fairfield County Stormwater Manual**. The developer or his engineer is encouraged to contact the Soil Conservation Service and/or the Ohio Department of Natural Resources for assistance in determining the flood plain limits and watershed areas.

3.3.5 WASTEWATER DISPOSAL AND WATER SYSTEMS.**A. On-Site Wastewater Disposal and On-Lot Water Wells.**

1. If the use of on-site wastewater treatment systems is proposed, a soil report and supplemental soil map as required by the **Fairfield County Health Department** shall be submitted with the preliminary plan.
2. When on-lot water wells are proposed, a letter from the Ohio Department of Natural Resources (ODNR), Division of Surface Water regarding water availability for the proposed subdivision shall be submitted with the preliminary plan.
3. The **Fairfield County Health Department**, as part of the preliminary plan review, will review the plans in regards to on-lot water and wastewater treatment systems. The **Fairfield County Health Department** requires a separate application and review fee, which shall be submitted directly to the Health Department. A copy of the **Fairfield County Health Department's** application showing the date the application and fees were received by the Health Department must be submitted to the RPC office with the preliminary plan.

B. Extension of Public Sanitary Sewer System.

Where an adequate public sanitary sewer system is reasonably accessible as determined by the County Sanitary Engineer, public sanitary sewer shall be installed to adequately serve all lots. All sanitary sewer improvements shall meet the requirements of the Ohio Environmental Protection Agency and the County Utilities Department.

~~C. "Package" Type Treatment Facilities.~~

~~Package type wastewater treatment facilities for the purpose of providing central sewer for developments not suitable for on-site wastewater treatment systems, and not reasonably accessible to existing sewer systems capable of providing service, shall~~

~~require approval of the Ohio Environmental Protection Agency and the County Utilities Department. Where package treatment plants are proposed, a letter shall accompany the preliminary plan from the Ohio EPA and the County Sanitary Engineer indicating that the use of a package treatment plant appears feasible for the development. As a general rule, package treatment plants of less than 100,000 gallons per day capacity will not be acceptable unless sufficient land is set aside for future expansion to a 100,000 gallons per day wastewater treatment plant or larger plant, as determined by the County Sanitary Engineer. All wastewater treatment facilities shall be designed and built per County standards and Ohio Environmental Protection Agency requirements. The most stringent of either standard shall be utilized.~~

3.3.6 SUBDIVISION NAME.

The name of the subdivision as established for preliminary plan submission shall not duplicate or be similar to the name of any other subdivision within Fairfield County, except as hereinafter provided:

- A. The proposed subdivision is contiguous or adjacent to an existing subdivision of the same or similar name; and
- B. The developer is the same as that of the contiguous or adjacent subdivision; and
- C. In the opinion of the Commission the similarity will not result in confusion or hardship.

3.3.7 PRELIMINARY PLAN.

A preliminary plan, prepared by either a registered professional surveyor and/or a registered professional engineer, as is appropriate, of the proposed subdivision shall be drawn at a scale of any one-tenth (1/10) portion of one hundred (100) feet to the inch and shall be on one or more sheets 18 x 24 or 24 x 36 inches in size. All drawings, which are submitted as part of the preliminary plan, shall be drawn at the same scale. ~~The preliminary plan shall be prepared in accordance with the latest editions of the Fairfield County Stormwater Manual, Fairfield County Roadway Design Manual, and Fairfield County Wellhead Protection Plan, Water, Drainage, and Sewer Regulations and the Fairfield County Construction and Material Specifications.~~ The preliminary plan shall contain the following information.

- A. Proposed name of the subdivision, subject to the provisions of Section 3.3.6.
- B. Location by section, range, and township.
- C. A north point and a bar scale of plan.
- D. The boundaries of the entire proposed subdivision shall be drawn in heavy continuous lines, including lengths and bearings, with its acreage.
- E. Zoning classification of the tract and adjoining properties and a description of proposed zoning changes, if any.
- F. Names of adjacent subdivision and owners of adjoining parcels of unsubdivided land.
- G. Plan view layout for entire proposed subdivision.

- H. Location Map
- I. Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas, wetlands, contours and other significant topographic and natural features within and for 200 feet adjacent to the tract being subdivided. In those cases where proposed subdivision is located near or within an intermittent or perennial stream, a separate drawing shall be provided showing the total upstream drainage area, based on USGS quadrangle data as a minimum.
- J. Wetlands, delineated in accordance with the federal and/or state agency with jurisdictional authority. The U.S. Army Corps of Engineers, Huntington District, is the agency with jurisdictional authority over wetland area delineation and all delineations by the developer must be approved prior to approval of construction plans.
- K. Existing sewers, water lines, gas lines, culverts, and other underground structures, and power transmission poles and lines, within and for 200 feet adjacent to the tract being subdivided.
- L. Existing contours at an interval of not greater than two (2) feet if the slope of the ground is five (5) percent or less and not greater than five (5) feet where the slope is more than five (5) percent. Elevations are to be based on U.S.G.S. datum. The engineer or surveyor shall certify or obtain a certification from others that the topographic data has been obtained from acceptable field or aerial methods. The date of the field work or of the aerial photography will be included in the certification. Topographic data may be waived on subdivisions of five (5) or fewer lots where in the opinion of the Executive Director, upon consultation with the County Engineer, the data is not required.
- M. The location of the bench mark used to determine the contour lines.
- N. Sanitary Sewer Easements shall be provided for future centralized sanitary sewers in new subdivisions initially proposing individual on-site wastewater treatment systems. A preliminary gravity sanitary sewer layout, based on existing topography, shall be submitted as part of a preliminary plan for a subdivision.
- O. Approximate location, widths, and names of proposed streets and drainage easements. Street names shall not duplicate or be similar to the name of any other street in Fairfield County.
- P. Building setback lines with dimensions.
- Q. Approximate location and dimensions of all proposed utility and sewer lines, showing their connections with the existing system.
- R. Layout, temporary numbers, and approximate dimensions of each lot. When a lot is located on a curved street or when side lot lines are not at ninety (90) degree angles, the width at the setback line shall be shown.
- S. Parcels of land or areas to be reserved or donated for public use or to be reserved by covenant for residents of the subdivision.

- T. Names, addresses, and phone numbers of the owner, subdivider, and registered professional engineer and/or registered professional surveyor who prepared the plan.
- U. Soils types with soil descriptions of each map unit must be incorporated into the preliminary plan and to the scale of said plan. Soil types shall be designated as listed in the latest Soil Survey of Fairfield County (U.S.D.A. Natural Resources Conservation District Service), if central sewers are provided. If on-lot wastewater treatment systems are proposed, soil types shall be designated as listed on the supplemental soil map. Assistance in interpretation may be obtained from the Fairfield Soil and Water Conservation District Office. The County Engineer's Township Aerial Maps shall not be used for obtaining soil information, due to inherent errors in the maps resulting from photographic distortions.
- V. When on-lot water and/or wastewater treatment systems are proposed, the preliminary plan shall also include the following information in addition to the above mentioned information to ensure that there is adequate lot area to accommodate house, wells, leach fields, driveways, etc. on each lot. Unless otherwise required by the **Fairfield County Health Department's**, the locations of house, wells, leach fields, driveways, etc. shown on the preliminary plan are for illustrative purposes only.
 - 1) Proposed preliminary locations for dwelling and driveway locations on each lot.
 - 2) Proposed primary well locations with isolation distances, as well as any required alternative well locations and isolation distances.
 - 3) Primary and secondary leaching locations to scale, along with septic tank location for each lot.
 - 4) Any required gradient drains including connection into the collector tile system.
 - 5) A preliminary collector drain layout (plan view) and associated drainage easements (if gradient drains are required).
 - 6) Any other information required by the **Fairfield County Health Department**.

PRELIMINARY PLAT CHECKLIST

SUBDIVISION: _____

DATE: _____

This list is not all inclusive, but is to be used as a guideline for submittals and reviews.

		DESCRIPTION	REMARKS
		Fees paid.	
		20 copies of plat. The proposed subdivision shall be drawn at a scale of any one-tenth (1/10) portion of one hundred (100) feet to the inch and shall be on one or more sheets 18 x 24 or 24 x 36 inches in size.	
		Name of Subdivision.	
		Vicinity sketch showing the location of the proposed subdivision in relation to the existing street pattern, drainageways, and developed land in the surrounding area within a one mile radius.	
		Location by township, section, and range.	
		A north point and a bar scale of plan.	
		The boundaries of the entire proposed subdivision shall be drawn in heavy continuous lines, including lengths and bearings, with its acreage.	
		Zoning classification of the tract and adjoining properties and a description of proposed zoning changes, if any.	
		Names of adjacent subdivision and owners of adjoining parcels of unsubdivided land.	
		Plan view layout for entire proposed subdivision.	
		Location Map.	

		Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas, wetlands, contours and other significant topographic and natural features within and for 200 feet adjacent to the tract being subdivided. In those cases where proposed subdivision is located near or within an intermittent or perennial stream, a separate drawing shall be provided showing the total upstream drainage area, based on USGS quadrangle data as a minimum	
		Wetlands, delineated in accordance with the federal and/or state agency with jurisdictional authority.	
		Existing sewers, water lines, gas lines, culverts, and other underground structures, and power transmission poles and lines, within and for 200 feet adjacent to the tract being subdivided.	
		Existing contours at an interval of not greater than two (2) feet if the slope of the ground is five (5) percent or less and not greater than five (5) feet where the slope is more than five (5) percent. Elevations are to be based on U.S.G.S. datum. The engineer or surveyor shall certify or obtain a certification from others that the topographic data has been obtained from acceptable field or aerial methods. The date of the field work or of the aerial photography will be included in the certification.	
		The location of the bench mark used to determine the contour lines.	
		Sanitary Sewer Easements shall be provided for future centralized sanitary sewers in new subdivisions initially proposing individual on-site wastewater treatment systems. A preliminary gravity sanitary sewer layout, based on existing topography, shall be submitted as part of a preliminary plan for a subdivision.	
		Approximate location, widths, and names of proposed streets and drainage easements.	
		Building setback lines with dimensions.	
		Approximate location and dimensions of all proposed utility and sewer lines, showing their connections with the existing system.	

		Layout, temporary numbers, and approximate dimensions of each lot. When a lot is located on a curved street or when side lot lines are not at ninety (90) degree angles, the width at the setback line shall be shown.	
		Parcels of land or areas to be reserved or donated for public use or to be reserved by covenant for residents of the subdivision.	
		Names, addresses, and phone numbers of the owner, subdivider, and registered professional engineer and/or registered professional surveyor who prepared the plan.	
		Soils types with soil descriptions of each map unit must be incorporated into the preliminary plan and to the scale of said plan. Soil types shall be designated as listed in the latest Soil Survey of Fairfield County, if central sewers are provided. If on-lot wastewater treatment systems are proposed, soil types shall be designated as listed on the supplemental soil map. Two copies of the soil report and supplemental soil map.	
		<p>When on-lot water and/or wastewater treatment systems are proposed, the preliminary plan shall also include the following information:</p> <ol style="list-style-type: none"> 1. Proposed preliminary locations for dwelling and driveway locations on each lot. 2. Proposed primary well locations with isolation distances, as well as any required alternative well locations and isolation distances. 3. Primary and secondary leaching locations to scale, along with septic tank location for each lot. 4. Any required gradient drains including connection into the collector tile system. 5. A preliminary collector drain layout (plan view) and associated drainage easements (if gradient drains are required). <p>Any other information required by the Fairfield County Health Department.</p>	
		An application shall be filed with the Regional Planning Commission, including the filing fee.	
		A proposed set of private covenants shall be filed if the subdivider intends to incorporate them in his recorded plat.	

		A preliminary storm drainage plan (5 copies) shall be filed with the staff. This item shall consist of the approximate arrangement of the drainage system and streets, origin and proposed destination of storm water, the proposed drainage facilities, and the approximate flood plain limits of major drainageways. The developer or his engineer is encouraged to contact the Soil Conservation Service and/or the Ohio Department of Natural Resources for assistance in determining the flood plain limits and watershed areas.	
		If the use of on-site wastewater treatment systems is proposed, a soil report and supplemental soil map as required by the Fairfield County Health Department shall be submitted with the preliminary plan.	
		When on-lot water wells are proposed, a letter from the Ohio Department of Natural Resources (ODNR), Division of Surface Water regarding water availability for the proposed subdivision shall be submitted with the preliminary plan.	
		If the use of on-site water and/or wastewater systems is proposed, the Fairfield County Health Department requires a separate application and review fee, which shall be submitted directly to the Health Department. A copy of the Fairfield County Health Department's application showing the date the application and fees were received by the Health Department must be submitted to the RPC office with the preliminary plan.	
		Where an adequate public sanitary sewer system is reasonably accessible as determined by the County Sanitary Engineer, public sanitary sewer shall be installed to adequately serve all lots. All sanitary sewer improvements shall meet the requirements of the Ohio Environmental Protection Agency and the County Utilities Department.	
		Where package treatment plants are proposed, a letter shall accompany the preliminary plan from the Ohio EPA and the County Sanitary Engineer indicating that the use of a package treatment plant appears feasible for the development.	

3.3.8 FILING.

The preliminary plan shall be considered officially filed on the day all the necessary items have been received complete by the Regional Planning Commission and shall be so dated. A filing fee as established by the Regional Planning Commission, shall be charged as indicated in the Appendix B, ~~Section 14.11 3-0.~~

3.3.9 PUBLIC HEARING.

The Regional Planning Commission on its own initiative or upon petition by neighboring property owners may, prior to acting on a preliminary plan of a subdivision, hold a public hearing thereon at such time and upon such notice as the Regional Planning Commission may designate.

3.3.10 SUBMISSION TO THE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION.

- A. Before any plan is approved affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of the Department of Transportation or of any land within a radius of five hundred (500) feet from the point of intersection of said centerline with a public road or highway, the Regional Planning Commission shall give notice, by registered or certified mail to the Director of the Department of Transportation. The Regional Planning Commission shall not approve the plan for one hundred twenty (120) days from the date the notice is received by the Director. If the Director notifies the Commission that he shall proceed to acquire the land needed, then the Regional Planning Commission shall refuse to approve the plan. If the Director notifies the Regional Planning Commission that acquisition at this time is not in the public interest or upon expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director and the property owner, the Regional Planning Commission shall, if the plan is in conformance with the provisions of the these regulations, approve the plan. (Reference ORC 5511.01).
- B. If the subdivider so desires, the Regional Planning Commission may give tentative approval and allow the developer to proceed with development of his final plat. However, it shall be clearly understood that the developer proceeds at his own risk and the tentative approval will be withdrawn if the Director of the Department of Transportation proceeds to acquire the land.

3.3.11 APPROVAL OF PRELIMINARY PLAN.

The procedures for handling and approving of preliminary plans are set forth in Appendix B, Section ~~14.1-14.6 1.~~

3.3.12 APPROVAL PERIOD.

- A. A preliminary plan shall be submitted for examination and/or reapproval if ~~the time limit between the preliminary plan approval and the submission of the final plat for the entire tract~~ a complete final plat application (see Appendix C for example) for the first phase is not submitted within ~~exceeds~~ two (2) years of preliminary plan

approval. The approval of a final plat for the first phase of the subdivision shall serve to extend the preliminary plan approval five (5) years from the date the final plat for the first phase is recorded. ~~Said plan~~The preliminary plan shall be void unless an extension is requested prior to the expiration of the time limit.

- B. Any violation of the terms or conditions of a preliminary approval or of other requirements of these regulations shall be cause for the Regional Planning Commission to repeal said approval upon certification of said violation(s) to the Regional Planning Commission by its staff or other public officials.
- C. A filing fee as established by the Regional Planning Commission shall be charged as indicated in Appendix B, Section ~~14.11 3.4.1~~ for all extensions of the time limit for preliminary plans. One extension of a preliminary plan for a period not to exceed one year may be granted by the RPC Director provided there is no change in the land or surrounding area. Further extensions must be granted by the Regional Planning Commission and shall be for a period of one year.

3.4 FINAL PLAT AND CONSTRUCTION DATA.

The subdivider having received approval of a preliminary plan of the proposed subdivision, and having submitted the necessary copies of the revised preliminary plan as set forth in Appendix B, Section ~~14.6 1-6~~, shall submit the items set forth below to obtain final approval. The number of days that all of the necessary items shall be submitted to the staff prior to a regularly scheduled meeting of the Regional Planning Commission and the necessary number of copies of each item is set forth in Appendix B, Section ~~14.7 2-1~~. The final plat shall conform to the approved preliminary plan.

3.4.1 APPLICATION.

An application, an example of which is contained in Appendix C, shall be filed. Copies of the application form may be obtained from the office of the Regional Planning Commission.

3.4.2 IMPROVEMENT PLANS.

The final construction drawings and specifications for improvements shall be prepared by a registered professional engineer. The plans shall include master grading plan, cross sections, plans, profile views, construction details, a storm drainage plan, and erosion and sedimentation plans in accordance with the latest editions of the Fairfield County **Stormwater Design Manual** and Fairfield County **Roadway Design Manual**. Separate drawings shall be made for streets and storm drainage (Engineer's Office) and water and sanitary sewers (Sanitary Engineer's Office). Final approval of erosion and sedimentation plans shall be by the Regional Planning Commission based on recommendations from the Fairfield Soil and Water Conservation District, County Sanitary Engineer, and the County Engineer. The Utilities Department, in conjunction with the Fairfield Soil and Water Conservation District, has responsibility for enforcing stormwater controls and permitting in Fairfield County, including sediment and erosion control plans.

A legal description and the acreage of the plat shall be incorporated on the plat. (Metes and bounds) Every plat shall be superimposed on a survey of the lands of the dedicators from which such plat is drawn and shall contain an accurate background drawing

(dashed lines) of any metes and bounds description of the land of the dedicators from which such plat is drawn.

3.4.3 FINAL PLAT FORM.

The final plat shall be legibly drawn in water-proof ink on tracing cloth or other material of equal permanence. It shall be drawn at a scale of one hundred (100) feet to the inch, and shall be on one or more sheets 18 x 24 inches in size. If more than one (1) sheet is needed, each sheet shall be numbered and the relation of one sheet to another clearly shown. Drawings shall meet or exceed the standards set forth in Section 14.21 6 of the Appendix B.

3.4.4 NAME OF SUBDIVISION - FINAL PLAT.

The name of the subdivision identifying the final plat shall be the same as that for which the preliminary plan was approved. When the final plat consists of a portion of the preliminary plan, it shall identify said portion by the suffix "Section" and the appropriate numerical reference.

3.4.5 FINAL PLAT CONTENTS.

The final plat shall contain the following information in addition to the requirements of Section 3.4.3.

- A. Name of the subdivision, subject to the provisions of Section 3.4.4 5-
- B. Locations by section, town, range, township, county, and state.
- C. A bar scale and north point.
- D. All linear dimensions shall be accurate and expressed to the 0.01 of a foot and angular measurements to the 0.10 of a minute.
- E. Radii, internal angles, points of curvature, tangent bearings, and supplementary angles as necessary for all applicable streets within the plat area.
- F. Street names. Said names shall not duplicate or be similar to the name of any other street in Fairfield County. (See Section 4 for designation of suffix.)
- G. Building setback lines with setback dimensions.
- H. Easements for public use, services, utilities, and drainage with dimensions and appropriate bearings.
- I. Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated.
- J. The acreage of the dedicated and/or reserved areas within the plat for school, park, and playground purposes.
- K. All lot lines with the necessary distances and bearings or angles.
- L. The location of all proposed or existing monuments within the plat. (See Section 5.6).
- M. The location and identification of all adjacent rights-of-way, lots, and easements.

- N. Key Map.
- O. The boundary line of the area being subdivided with accurate dimensions and bearings. All dimensions both linear and angular shall be determined by an accurate control survey in the field which must balance and close within the limit of one (1) in ten thousand (10,000) before balancing the survey. Calculations shall be furnished to the County Engineer.
- P. A known reference point shall be accurately tied to the line-of the subdivision by distances and bearings and any municipal, township, county, or section lines traversing a plat or immediately adjacent thereto shall be shown.
- Q. A notarized acknowledgment by the owner or owners of the adoption of the plat, dedication of streets and other public areas and to the fact that all monuments will be placed.
- R. Certification by a surveyor, registered in the State of Ohio, that the plat represents a survey made by him and that all monuments shown as placed on the plat are placed.
- S. A statement of approval by the Regional Planning Commission.
- T. A statement of approval by the Fairfield County Health Department. (Where on-site wastewater facilities are utilized.)
- U. Statement of acceptance of the dedication by the County Commission.
- V. Statements by the County Auditor and Recorder as to the transfer of land and recording of the plat.
- W. Statement of approval and/or review of the plat by the County Engineer.
- X. A list of private covenants, if utilized.

****SEE TITLE VII FOR COMPLETE LISTING OF APPLICABLE STATEMENTS.***

FINAL PLAT CHECKLIST

SUBDIVISION: _____

DATE: _____

This list is not all inclusive, but is to be used as a guideline for submittals and reviews.

	DESCRIPTION	REMARKS
	Fees paid. 100% final cost or 70% of final plat fee is required for construction drawings. 30% due with final plat submittal.	
	Final construction drawings and specifications for improvements (10 copies) shall be prepared by a registered professional engineer. The plans shall include master grading plan, cross sections, plans, profile views, construction details, a storm drainage plan, and erosion and sedimentation plans in accordance with the latest editions of the Fairfield County Stormwater Design Manual and Fairfield County Roadway Design Manual . Separate drawings shall be made for streets and storm drainage (Engineer's Office) and water and sanitary sewers (Sanitary Engineer's Office).	
	A legal description and the acreage of the final plat shall be incorporated on the plat. (Metes and bounds) Every plat shall be superimposed on a survey of the lands of the dedicators from which such plat is drawn and shall contain an accurate background drawing (dashed lines) of any metes and bounds description of the land of the dedicators from which such plat is drawn.	
	The final plat shall be legibly drawn in water-proof ink on tracing cloth or other material of equal permanence. It shall be drawn at a scale of one hundred (100) feet to the inch, and shall be on one or more sheets 18 x 24 inches in size. If more than one (1) sheet is needed, each sheet shall be numbered and the relation of one sheet to another clearly shown.	
	The name of the subdivision identifying the final plat shall be the same as that for which the preliminary plan was approved.	

		Locations by section, town, range, township, county, and state.	
		Fees paid. 100% final cost or 70% of final plat fee is required for construction drawings. 30% due with final plat submittal.	
		Final construction drawings and specifications for improvements (10 copies) shall be prepared by a registered professional engineer. The plans shall include master grading plan, cross sections, plans, profile views, construction details, a storm drainage plan, and erosion and sedimentation plans in accordance with the latest editions of the Fairfield County Stormwater Design Manual and Fairfield County Roadway Design Manual . Separate drawings shall be made for streets and storm drainage (Engineer's Office) and water and sanitary sewers (Sanitary Engineer's Office).	
		A legal description and the acreage of the final plat shall be incorporated on the plat. (Metes and bounds) Every plat shall be superimposed on a survey of the lands of the dedicators from which such plat is drawn and shall contain an accurate background drawing (dashed lines) of any metes and bounds description of the land of the dedicators from which such plat is drawn.	
		The final plat shall be legibly drawn in water-proof ink on tracing cloth or other material of equal permanence. It shall be drawn at a scale of one hundred (100) feet to the inch, and shall be on one or more sheets 18 x 24 inches in size. If more than one (1) sheet is needed, each sheet shall be numbered and the relation of one sheet to another clearly shown.	
		A bar scale and north point.	
		All linear dimensions shall be accurate and expressed to the 0.01 of a foot and angular measurements to the 0.10 of a minute.	
		Radii, internal angles, points of curvature, tangent bearings, and supplementary angles as necessary for all applicable streets within the plat area	
		Street names, which shall not duplicate or be similar to the name of any other street in Fairfield County.	

		Building setback lines with setback dimensions.	
		Easements for public use, services, utilities, and drainage with dimensions and appropriate bearings.	
		Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated.	
		The acreage of the dedicated and/or reserved areas within the plat for school, park, and playground purposes.	
		All lot lines with the necessary distances and bearings or angles.	
		The location of all proposed or existing monuments within the plat.	
		The location and identification of all adjacent rights-of-way, lots, and easements.	
		Key Map.	
		The boundary line of the area being subdivided with accurate dimensions and bearings. All dimensions both linear and angular shall be determined by an accurate control survey in the field which must balance and close within the limit of one (1) in ten thousand (10,000) before balancing the survey.	
		A known reference point shall be accurately tied to the line-of the subdivision by distances and bearings and any municipal, township, county, or section lines traversing a plat or immediately adjacent thereto shall be shown.	
		A notarized acknowledgment by the owner or owners of the adoption of the plat, dedication of streets and other public areas and to the fact that all monuments will be placed.	
		Certification by a surveyor, registered in the State of Ohio, that the plat represents a survey made by him and that all monuments shown as placed on the plat are placed.	
		A statement of approval by the Regional Planning Commission.	
		A statement of approval by the Fairfield County Health Department . (Where on-site wastewater facilities are utilized.)	

		Statement of acceptance of the dedication by the County Commission.	
		Statements by the County Auditor and Recorder as to the transfer of land and recording of the plat.	
		Statement of approval and/or review of the plat by the County Engineer.	
		A statement of approval by the Fairfield County Utilities Department.	
		A statement of approval by the applicable township zoning administrator/inspector.	
		A list of private covenants, if utilized.	
		20 copies of final plat shall be submitted.	
		Four (4) copies of the engineer's approved estimate of cost of all required improvements shall be submitted.	

3.4.6 FILING.

The final plat shall be filed with the Regional Planning Commission no later than twenty-four (24) months after the date of approval of the preliminary plan. The final plat shall be considered officially filed on the day all the necessary items have been received by the Regional Planning Commission and shall be so dated. A filing fee as established by the Regional Planning Commission shall be charged as indicated in Appendix B, Section ~~14.11 3-~~

3.4.7 APPROVAL AND RECORDING.

- A. The staff of the Regional Planning Commission shall notify the subdivider by mail of the final action of the Regional Planning Commission within five (5) working days of said action. If the plat is disapproved, the grounds for disapproval shall be stated in the records of the Regional Planning Commission and a copy of said record shall be forwarded to the subdivider. If a plat is refused by the Regional Planning Commission, the person submitting the plat which the Regional Planning Commission refused to approve may file a petition within sixty (60) days after such refusal in the Court of Common Pleas of Fairfield County to reconsider the action of the Regional Planning Commission. A final plat shall be acted upon within thirty (30) days or as agreed upon by the subdivider and the Regional Planning Commission, or the plat will be considered approved.
- B. Upon approval of a plat by the Regional Planning Commission, the subdivider shall record the plat in the Office of the Recorder of Fairfield County, Ohio, within one hundred and eighty (180) days after the date of approval of the final plat unless the Regional Planning Commission agrees to an extension. If the plat is not recorded within said time limit, or an extension has not been applied for, the plat shall be considered void. Where a plat is granted conditional approval, RPC approval will not be considered effective until such time as all conditions have been satisfied; however, the approval period for filing purposes (180 days) shall commence at the time of conditional approval.
- C. Extensions of the time limit must be requested in writing and shall be accompanied by the filing fee set forth in Section ~~14.15.2 3-4.2~~ of Appendix B. One extension of a final plat may be granted by the RPC Director provided there is no change in the plat or surrounding area. However, further approvals must be granted by the Regional Planning Commission.
- D. All final plats shall be submitted to the Regional Planning Commission no less than one (1) working day before certification by the Director. Improvement assurance as set forth in Title V are to be fully executed and copies provided to the Regional Planning Commission prior to certification of the final plat by the Director of the Regional Planning Commission.
- E. The inspection fee as set forth in Section ~~14.18.1 4-1~~ of Appendix B is to be provided to the Regional Planning Commission prior to construction or certification of the final plat.

- F. At the time of submission to the Regional Planning Commission of a final plat for certification by the Director, a reproducible reduction at the scale of 1" = 400' of the plat shall be furnished to the Regional Planning Commission.
- G. At the time of submission to the RPC of a final plat for certification by the Director, or prior to the start of construction, six (6) signed and approved sets of all construction drawings shall be furnished to the Regional Planning Commission for appropriate distribution.

CONSTRUCTION DRAWING CHECKLIST

SUBDIVISION: _____

DATE: _____

This list is not all inclusive, but is to be used as a guideline for submittals and reviews.

		DESCRIPTION	REMARKS
		Ten copies of construction drawings along with three copies of the stormwater report submitted to RPC	
		Construction drawings and specifications for improvements are prepared by a registered professional engineer	
		Construction drawings include a master grading plan	
		Construction drawings include cross sections	
		Construction drawings include a plan & profile view	
		Construction drawings include construction details	
		Construction drawings include a storm drainage plan	
		Construction drawings include an erosion and sedimentation plans.	
		Separate drawings shall be made for streets and storm drainage (Engineer's Office)	
		Separate drawings shall be made for water and sanitary sewers (Sanitary Engineer's Office)	

3.5 REPLAT

Any alteration or addition to a recorded plat will require a replat. The Executive Director of the Regional Planning Commission shall determine if a Type 1 or Type 2 replat is required as defined below. The applicant may appeal the Executive Director's decision to the Regional Planning Commission in accordance with Section ~~11.6 11.5(B)~~. The replat shall be submitted and approved in accordance with Sections ~~14.7 – 14.9 2.1-2.3~~ of Appendix B. The appeal of the Regional Planning Commission's decision on a replat should follow the appeal process in Section 11.5-~~(A)~~ of the Subdivision Regulations.

3.5.1 TYPE 1 REPLAT

Type 1 includes any creation of a new lot line that creates new or additional lots, new roads or an adjustment that impacts the existing road, infrastructure, and grading configuration. Any portion of land not platted as a lot or platted as a "reserve" will have to be replatted as Type 1 to become a lot.

3.5.2 TYPE 2 REPLAT

Type 2 includes any creation and or removal of any easements as well as right-of-way dedication. In addition to, the removal of any lot line that does not create any new lot(s). Any change required that impacts language or restrictions on that plat will fall under the Type 2 replat.

4. DESIGN STANDARDS AND REQUIREMENTS

4.1 APPLICABILITY

The design standards and requirements of Title IV of these regulations shall apply to all subdivisions of land as defined in Section 3.1 of these regulations. All public improvements undertaken relative to any subdivision as defined in Section 3.1 shall conform to the improvement standards of Title V of these regulations and the Fairfield County Construction Standards and Specifications as applicable.

4.2 ARRANGEMENT OF STREETS.

The arrangement, character, width, and location of all arterial and collector thoroughfares or extensions thereof shall conform with the Major Thoroughfare Plan of Fairfield County. Thoroughfares not contained in the aforementioned plan shall conform to the recommendations of the Regional Planning Commission based upon the design standards set forth in Section ~~4.10.1 4.10~~ through 4.10.6 inclusive, and Section 5 of Appendix B.

4.3 ZONING CONFORMANCE.

No final plat of land within the area in which an existing zoning resolution is in effect shall be approved unless it conforms with such resolution.

4.4 SUITABILITY OF LAND.

If the Regional Planning Commission finds that land proposed to be subdivided is unsuitable for subdivision development due to drainage, flooding, topography, inadequate water supply, schools, transportation facilities, and other such conditions which may be detrimental to the general public's health or welfare, and, if from investigations conducted by the public agencies concerned, it is determined that, in the best interest of the public, the land should not be developed for the purpose proposed, the Commission shall not approve the land for subdivision unless adequate methods are advanced by the subdivider for solving the problems that will be created by the development of land.

4.5 LAND SUBJECT TO FLOODING.

Lands subject to flooding shall be defined as all lands, adjacent to a watercourse, which are subject to inundation by the 100-year recurrence interval flood. To determine what portion of his land may be subject to flooding, the subdivider shall use flood plain information reports prepared by one of the following agencies: (1) the Ohio Department of Natural Resources; (2) the United States Corp of Army Engineers; (3) the United States Department of Agriculture Natural Resource Conservation Service. In the absence of such detailed reports, the limits of land subject to flooding shall be determined by the subdivider's engineer, using soils maps (available from the Fairfield Soil and Water Conservation District Office), in conjunction with recent topographic maps. The results of this determination shall be submitted for review and approval by the Regional Planning Commission prior to submission of the preliminary plan. Said approval shall be

based on recommendations from the County Engineer and the Fairfield, County Soil and Water Conservation District. Soils normally subject to flooding are designated on United States Department of Agriculture – Natural Resource Conservation Service Web Soil Survey.

TABLE I

<u>Map Symbol</u>	<u>Mapping Unit Name</u>
AcAO	Algiers Silt Loam
AdAO	Algiers Silty Clay Loam
CkAO	Chagrin Fine Sandy Loam
CmAO	Chagrin Silt Loam
EaAO	Eel Loam
EbAO	Eel Silt Loam
GaAO	Genesee Loam
GbAO	Genesee Silt Loam
LaAO	Lobdell Fine Sandy Loam
LbAO	Lobdell Silt Loam
MgAl*	McGary & Fitchville Silt Loam
OcAO	Orrville Silt Loam
OdAO	Orrville Silt Loam
RbAO	Ross Silt Loam
SaAO	Shoals Silt Loam
ScAO	Sloam Silt Loam
SdAO	

** In Table I for Rushcreek and Berne Townships Only*

TABLE II

<u>Map Symbol</u>	<u>Mapping Unit Name</u>
MgAl	McGary & Fitchville Silt Loam
MhAO	McGary & Sebring Silt Loam
MoAO	Montgomery Silt Loam
MpAO	Montgomery Silty Clay Loam
WgAO	Westland Silt Loam
WhAO	Westland Silty Clay Loam

All soils designated by the symbols in the above tables indicate the possibility of flooding. The soils listed under Table I indicate the probability of more frequent flooding than do those listed under Table II.

Where a subdivider determines there is sufficient doubt as to the flooding of a particular portion of land which is specified as flood plain, he may have a flood hazard or other appropriate study prepared by technically qualified personnel. This data will be submitted to the Regional Planning Commission, which, after consultation with the Fairfield Soil and Water Conservation District and/or the Ohio Department of Natural Resources, will make a final determination as to whether the land in question should be determined as flood plain in the implementation of these regulations.

The Regional Planning Commission shall not allow any subdivision of land on lands subject to flooding (hereafter to be referred to as "Flood Plains") except as specified in Section 4.5.3 - 4.5.7 of these regulations.

4.5.1 BUILDING SITE IMPROVEMENTS FOR FLOOD PLAINS.

- A. No subdivision or part thereof shall be approved if proposed subdivision development in a floodway will, individually or collectively, significantly increase flood flows, heights, or damages.
- B. No subdivision or part thereof shall be approved for floodway fringe areas which will substantially affect the storage capacity of the flood plain.
- C. Building sites, residences, motels, resorts, and similar uses for human occupation, shall not be permitted in floodway areas. Sites for these uses may be permitted outside the floodway if the sites are elevated to a height of at least one (1) foot above the 100 year base flood elevation (bfe) or provisions otherwise made for elevating or adopting structures to achieve the same result. Required fill areas must extend fifteen feet beyond the limits of intended structures, and, if the subdivision is not to be sewerred, must include areas for waste disposal.
- D. Building sites for structures other than residences outside floodway areas shall ordinarily be filled as provided in Section ~~4.5.5.C~~ ~~4.5.3.C~~. However, the Regional Planning Commission may allow subdivisions of areas for commercial and industrial use at a lower elevation if the subdivider agrees to protect the uses through structural flood-proofing as specified in Section ~~4.5.5.C~~ ~~4.5.7~~.
- E. When the Regional Planning Commission determines that only part of a proposed plat can be safely developed, it shall limit development to that part and shall require that the method of development is consistent with its determination.
- F. When the subdivider does not intend to develop the plat and the planning agency determines that restrictions are necessary for future safe development, it may require the subdivider to impose appropriate deed restrictions on the land. Such deed restrictions shall be inserted in every deed and noted on the face of the final recorded plat.

4.5.2 DRAINAGE FACILITIES.

Drainage Facilities shall be designed in accordance with the latest edition of the Fairfield County [Stormwater Design Manual](#).

4.5.3 STREETS.

Streets shall be designed in accordance with the latest edition of the Fairfield County Roadway Design Manual.

~~**4.5.4 SEWER AND WATER FACILITIES.**~~

~~A.—The Regional Planning Commission may prohibit installation of wastewater disposal facilities requiring septic tank absorption systems where such systems will be adversely affected due to high ground water, flooding, or unsuitable soil characteristics. The Regional Planning Commission may require that the subdivider note on the face of the plat and in any deed of conveyance that septic tank absorption fields are prohibited in designated areas.~~

~~B.—The Regional Planning Commission may prescribe adequate methods for wastewater disposal. If a sanitary sewer system is located on or near the proposed subdivision, the Regional Planning Commission shall require the subdivider to provide wastewater facilities to connect to this system where practical, and shall prescribe the procedures to be followed by the subdivider in connecting to the system. All sanitary sewer systems located in flood prone areas, whether private or public, shall be floodproofed.~~

~~C.—Water Facilities.~~

~~All water systems located in flood prone areas, whether public or private, shall be floodproofed to above the 100 year flood protection elevation. If there is an existing public water supply system on or near the subdivision, the Regional Planning Commission may require the subdivider to connect to this system.~~

4.5.4 CONDITIONS ATTACHED TO PLAT APPROVAL.

The Regional Planning Commission may attach conditions including but not limited to the following to the approval of plats for areas subject to development hazards.

- A. Construction and modification of wastewater disposal, water supply, and drainage facilities to meet the standards of these regulations and to promote the health, safety, and general welfare.
- B. Requirements for construction or channel modification, dikes, levees, and other protective measures.
- C. Imposition of operational controls, sureties, and deed restrictions enforceable by the Regional Planning Commission to restrict the types and design of uses. Such restrictions may include flood-proofing of intended uses, subject to the individual approval of the Regional Planning Commission at the time such uses are constructed, through Items ~~4.5.5.C.(I) (a) through 4.5.5.C.(XII) (j)~~ below. Refer to the latest edition of the Special Purpose Flood Damage Prevention Regulations for Fairfield County Manual.
 - I. Anchorage to resist flotation and lateral movement.

- II. Installation of watertight doors, bulkheads, and shutters, or similar methods of construction.
- III. Reinforcement of walls to resist water pressures.
- IV. Use of paints, membranes, or mortars to reduce seepage of water through walls.
- V. Addition of mass or weight to structures to resist flotation.
- VI. Installation of pumps to lower water levels in structures.
- VII. Construction of water supply and wastewater treatment systems so as to prevent the entrance of flood waters.
- VIII. Pumping facilities or comparable practices for subsurface drainage systems for buildings to relieve external foundation wall and basement flood pressures.
- IX. Construction to resist rupture or collapse caused by water pressure of floating debris.
- X. Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent back-up of wastewater and storm waters into buildings or structures. Gravity drainage of basements may be eliminated by mechanical devices. Installation of such devices shall be in accordance with the latest edition of the Fairfield County Floodplain Manual.
- XI. Location of all electrical equipment, circuits, and installed electrical appliances in a manner which will assure they are not subject to flooding and to provide protection from inundation.
- XII. Location of any structural storage facilities for chemicals, explosives, buoyant materials, flammable liquids or other toxic materials which could be hazardous to public health, safety, and welfare in a manner which will assure that the facilities are situated at elevations above the height associated with the flood protection elevation or are adequately flood-proofed to prevent flotation of storage containers, or damage to storage containers which could result in the escape of toxic materials into flood waters.

4.5.5 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. These regulations shall not create liability on the part of Fairfield County, the Fairfield County Regional Planning Commission, or any officer or employee thereof for any flood damages that result from reliance on these regulations or any administrative decision lawfully made thereunder.

4.6 SOILS NOT SUITABLE FOR SUBDIVISION DEVELOPMENT WITHOUT CENTRAL WASTEWATER FACILITIES.

The Regional Planning Commission, upon recommendation from the **Fairfield County Health Department** and Soil and Water Conservation District, shall determine if soils are suitable for subdivision without central wastewater disposal facilities. The soil suitability ratings for on-lot wastewater treatment systems as outlined in the then current Fairfield County Soil Potential for On-Lot Treatment for Household Wastewater shall be utilized in making this determination.

4.7 SOILS NOT SUITABLE FOR SUBDIVISION DEVELOPMENT.

The Regional Planning Commission shall not allow subdivision of land on soils indicated in Table IV.

TABLE III

<u>Map Symbol</u>	<u>Mapping Unit Name</u>
CbAO	Carlisle Muck
WaAO	Wallkill Silt Loam
WbAO	Wallkill Silty Clay Loam
WkAO	Willette Muck

Lands with the soils indicated above may be incorporated in subdivisions provided said soils are utilized for open space or under other special conditions when approved by the Regional Planning Commission.

4.8 EROSION AND SEDIMENT CONTROL PLAN AND RUNOFF DETENTION.

An erosion and sediment control plan shall be developed in accordance with the latest edition of the Fairfield County **Stormwater Design Manual**. Final plats which are a portion of a larger preliminary plan shall submit an erosion and sediment control plan regardless of the number of lots or acreage. *(Contents of Section 4.8 have been deleted; All Erosion and Sediment Control Plan and Runoff Detention will now refer to the Stormwater Design Manual).*

4.9 DRAINAGE.

- A. No subdivision shall be approved by the Regional Planning Commission unless there is an adequate outlet for storm water in accordance with the latest edition of the Fairfield County **Stormwater Design Manual**.
- B. No natural drainage course shall be altered and no fill, buildings, or structures shall be placed in it unless provision is made for in accordance with the latest edition of the Fairfield County **Stormwater Design Manual**.
- C. Whenever any changes are contemplated for any natural watercourse within a Conservancy District, the plans must also be approved by said District.

- D. A storm drainage plan in accordance with the latest edition of the Fairfield County **Stormwater Design Manual** shall be filed with the Regional Planning Commission.

4.10 STREETS.

4.10.1 DEDICATION.

- A. The necessary rights-of-way for widening or extensions of all thoroughfares, as delineated by the Thoroughfare Plan shall be dedicated. The width to be dedicated be in accordance with the latest edition of the Fairfield County **Roadway Design Manual**.
- B. When a subdivision involves land fronting on an existing County or Township Road, dedication shall be made so that said half section of road, abutting the proposed subdivision, shall conform to the right-of-way half in accordance with the latest edition of the Fairfield County **Roadway Design Manual**.
- C. Streets other than those on the Thoroughfare Plan shall be classified in accordance with the procedures set forth in the latest edition of the Fairfield County **Roadway Design Manual**. The Regional Planning Commission shall make the final determination as to the classification of any street upon which there is disagreement as to its classification.
- D. Approval and recording of a plat shall not constitute acceptance for public maintenance by the public of the improvements of a street, highway, or right-of-way shown upon the plat. Acceptance of an improvement for public maintenance can only be made upon approval and acceptance by the County Engineer.

4.10.2 ARRANGEMENT.

A. Major Traffic Arteries.

Shall be designed in accordance with the latest edition of the Fairfield County **Roadway Design Manual**.

B. Continuity.

Shall be designed in accordance with the latest edition of the Fairfield County **Roadway Design Manual**.

C. Traffic.

Shall be designed in accordance with the latest edition of the Fairfield County **Roadway Design Manual**. Local streets shall be configured so that their use by through traffic will be discouraged.

D. Cul-De-Sac.

The maximum length of a cul-de-sac shall be 600 feet measured from the middle of the turn around to the near edge of the intersecting right-of-way. All dead-end streets shall be terminated with a turn around with a minimum right-of-way radius of 65 feet or greater.. The street right-of-way line and the diameter of the turn

around shall be joined by a radius of not less than 65 feet (see Exhibit 1, Appendix A).

E. Temporary Turn Arouds.

1. Where streets are extended to the boundary of a subdivision to provide their proper continece at such time as the adjacent land is subdivided, they shall be terminated in a bulb style temporary turn around as illustrated is in Exhibit 1, Appendix A.
2. If a street extends only one lot depth past a street intersection, no turn around is required.

~~**F. Half Streets.**~~

~~Shall be designed in accordance with the latest edition of the Fairfield County Roadway Design Manual.~~

~~**G. Alleys.**~~

~~Alleys shall be prohibited.~~

4.10.3 ALIGNMENT.

Alignment shall be designed in accordance with the latest edition of the Fairfield County Roadway Design Manual.

4.10.4 WIDTH.

Shall be designed in accordance with the latest edition of the Fairfield County Roadway Design Manual. ~~The Regional Planning Commission may modify this requirement upon recommendation from the County Engineer when a preliminary plan has been approved prior to January 28, 2003.~~

4.10.5 CLASSIFICATION.

Streets shall be classified in accordance with the latest edition of the Fairfield County Roadway Design Manual and the Fairfield County Thoroughfare Plan. Existing streets shall be classified in accordance with the Fairfield County Thoroughfare Plan. New streets shall be classified in accordance with the Fairfield County Roadway Design Manual.

4.10.6 STREET NAMES.

The names of new streets shall be named in accordance with the Fairfield County Roadway Design Manual. ~~not duplicate existing street names, except where a street is extended, or when the new right of way is in alignment with an existing one. All new streets shall be named in accordance with the following table.~~

<u>General Direction</u>	<u>Designation</u>
North and South	Avenue, Strip or Way
East and West	Street or Trail

Curving	Drive
Dead End, North and South	Lane or Court
Dead End, East and West	Place or Terrace
Circular Divided Pavement, Any Direction	Circle or Loop Boulevard or Parkway

4.11 CURBS, GUTTERS, AND SIDEWALKS.

- A. Curbs and gutters shall be required in all subdivisions where the lots average one hundred (100) feet of frontage or less, as determined by the preliminary plan. Curbs and gutters shall be designed in accordance with the latest edition of the Fairfield County [Roadway Design Manual](#).
- B. The Regional Planning Commission may require walks, curbs, and gutters to be constructed where they are essential to better circulation or as access to schools, playgrounds, and shopping areas and other facilities. Walks, curbs, and gutters shall be designed in accordance with the latest edition of the Fairfield County [Roadway Design Manual](#).
- C. Sidewalks shall be required in all subdivisions within one mile of a school provided there is access from the site to the school as determined by the Regional Planning Commission. Sidewalks shall be designed in accordance with the latest edition of the Fairfield County [Roadway Design Manual](#).
- D. Curb ramps meeting the current requirements of the American Disabilities Act are required for all subdivisions having sidewalks. Curb ramps are required to be constructed at the same time as the curb and gutter for the subdivision. Curb ramps will generally be constructed within the limits of crosswalk markings. Curb ramps and drainage inlet shall be designed in accordance with the latest edition of the Fairfield County [Roadway Design Manual](#).

4.12 BLOCKS.

Blocks shall not exceed fifteen hundred (1500) feet in length except where topographical conditions require longer blocks.

4.12.2 CROSSWALKS.

Where blocks are over seven hundred fifty (750) feet, a crosswalk, the right-of-way of which shall not be less than ten (10) feet, shall be required, if in the opinion of the Regional Planning Commission, this facility is necessary to provide proper pedestrian circulation.

4.13 LOTS.

4.13.1 FRONTAGE.

All lots shall have their full frontage on a public street. The minimum frontage shall not be less than sixty (60) feet at the right-of-way line.

4.13.2 MINIMUM LOT SIZES.

- A. Where public sewer and water are not provided, the minimum lot size shall be not less than 30,000 square feet and the minimum width measured at the building line shall not be less than one hundred twenty-five (125) feet.
- B. Where public sewer is provided, but public water is not available, the minimum lot size shall be not less than 20,000 square feet and the minimum width measured at the building line shall not be less than one hundred (100) feet.
- C. Greater lot width and area may be required by the **Fairfield County Health Department** dependent upon the results of percolations tests or the method of wastewater treatment systems proposed to be used in the subdivision.
- D. Where public sewer and water are provided, the minimum lot size shall be not less than **5,000 7,200 square feet** and the minimum width measured at the building line shall not be less than **fifty (50) sixty (60) feet**.
- E. Where public sewer and water are provided, the minimum width of a corner lot, as measured across the least width of the lot at the building line shall be eighty (80) feet.

4.13.3 DOUBLE FRONTAGE.

Double frontage lots, other than corner lots and lots backing onto major traffic arteries, shall be discouraged. When the Commission requires that lots shall back onto a major traffic artery, the depth shall be one hundred fifty (150) feet. A one (1) foot easement shall be required along the backline of said lots across which there shall not be any right of vehicular access. The above stipulation of this easement shall be indicated in the Dedications and Acknowledgment Section of the final plat.

4.13.4 LOT LINES.

Side lot lines shall be approximately at right angles to the street, or radial to curved streets. Curved side or rear lot lines shall be discouraged. The Regional Planning Commission may waive this requirement in special circumstances such as topographical conditions or configuration of original tract.

4.13.5 LOT SHAPE AND PROPORTION.

All lots should be approximately rectangular in shape and should not have a depth in excess of 2 1/2 times its average width.

4.13.6 SETBACKS.

- A. All required minimum building setback lines for front yards shall be measured from the legally dedicated street or road right-of-way.
- B. The minimum building setback line shall be thirty-five (35) feet. The minimum side street building setback line shall be thirty (30) feet.
- C. Setback lines shall be established in accordance with Table **IV**, Appendix A.

4.14 EASEMENTS.

4.14.1 MINIMUM EASEMENT WIDTH.

Utility easements shall have a minimum width of fifteen (15) feet or such additional width as may be necessary for access to the utilities involved. Easements shall, when possible, follow the side and/or rear lot lines.

4.14.2 OPEN DRAINAGE EASEMENTS.

Open Drainage easements shall be in accordance with the latest edition of the Fairfield County **Stormwater Design Manual**. Open Drainage easements shall be restricted from use by utilities unless approved by the County Engineer.

4.14.3 CLOSED DRAINAGE EASEMENTS.

Closed Drainage easements shall be in accordance with the latest edition of the Fairfield County **Stormwater Design Manual**. Closed Drainage easements shall be restricted from use by utilities unless approved by the County Engineer.

4.14.4 SANITARY SEWER EASEMENTS.

Sanitary Sewer Easements shall be restricted from use by utilities unless approved by the Sanitary Engineer.

4.15 UTILITIES.

- A. Underground utilities are encouraged in all subdivisions within Fairfield County.
- B. Underground utilities shall be required by the Regional Planning Commission on all developments containing fifty (50) or more lots, as determined by a preliminary plan.
- C. In any subdivision where the minimum lot size is less than thirty thousand (30,000) square feet, excluding streets and public or semi-public areas, centrally located wastewater treatment facilities shall be required. In any subdivision where the minimum lot size is less than twenty thousand (20,000) square feet, excluding streets and public or semi-public areas, centrally located water and wastewater treatment facilities shall be required. However, when determined by the Regional Planning Commission, upon recommendation from the **Fairfield County Health Department**, that the development of the area without centrally located sewer and water could be detrimental to the public health and welfare whether due to the particular development under consideration or due to adjacent subdivisions or features such as unsatisfactory soil conditions, central sewer and/or water facilities may be required. (Reference: Section 4.13.2)
- D. Any subdivision with fifty (50) or more lots with an average lot size -of less than one acre as determined by a preliminary plan, shall be served by central water. Where central water service is provided, the County may require sufficient land, as determined by the County Sanitary Engineer, to be set aside for future expansion of the well field and/or proper treatment facilities.
- E. Major utilities shall be placed in the street right-of-way, except under special circumstances, the Regional Planning Commission may waive this requirement when recommended by the County Engineer or the County Sanitary Engineer.

4.16 PUBLIC SITES AND OPEN SPACES.

- A. Areas which are suitably located and are adequate in size for parks, playgrounds, or schools, as determined by the Approved Comprehensive Plan, or by the proper government agency if an appropriate plan has not been adopted, shall be made available to the aforementioned agency involved. The agency involved shall either acquire by payment of reasonable compensation or execute a purchase agreement for the area in question within six (6) months of the date of the preliminary approval of the plan, provided the agency so involved has notified the Regional Planning Commission prior to preliminary approval of their intention to purchase, or the reservation shall be voided and the site released back to the subdivider.
- B. In all "major subdivisions", as set forth under Title III of these regulations, the developer shall pay a recreation fee as set forth in Section 3.6 of the Appendix to these regulations. The recreation fee shall be transferred to the Fairfield County Board of Park Commissioners for utilization in developing parks and open space in Fairfield County.

4.17 TREES.

Normally, all existing trees shall be removed from the street right-of-way. Trees, when planted, shall be located outside the street right-of-way or any easement that may be adjacent to the street and planted in such a manner as not to impair visibility at any corner. However, special consideration will be given to boulevards and other streets which have large right-of-ways. It is strongly recommended that all subdividers plant trees on each lot and make a strong effort to preserve existing trees in conformity with good aesthetic practices.

4.18 MASTER GRADING PLAN.

The master grading plan shall reflect changes in before-and-after contours. The grading plan shall show contour lines at five (5) foot intervals where average slopes exceed fifteen (15) percent and at two (2) foot intervals where slopes are less than fifteen (15) percent. Elevations shall be based on mean sea level datum (U.S.G.S.). The approximate dimensions shall be shown for the site as well as finished grade of streets prior to acceptance of final plat.

4.19 NON-RESIDENTIAL SUBDIVISIONS.

Non-residential subdivisions shall include industrial tracts, and may include neighborhood, community, and regional commercial tracts.

4.19.1 CONFORMANCE TO GENERAL PLAN.

The street and lot layout of a non-residential subdivision shall be appropriate to the land use for which the subdivision is proposed, and shall conform to the appropriate land use plans, as may be adopted.

4.19.2 PRINCIPLES AND STANDARDS.

In addition to the principles and standards in these regulations which are appropriate to the planning of all subdivisions, the subdivider shall demonstrate to the satisfaction of

the Regional Planning Commission that the street, parcel, and block pattern proposed is specifically adapted to the uses anticipated and takes into account other uses in the vicinity. The following principles and standards shall be observed.

- A. Proposed industrial and commercial parcels shall be suitable in area and dimensions for the type of development anticipated.
- B. Street right-of-ways and pavement shall be adequate to accommodate the type and volume of traffic anticipated to be generated thereon, however, in no case shall they be less than set forth in Table V, Appendix A.
- C. Special requirements may be imposed by the Regional Planning Commission upon recommendation by the County Engineer with respect to street, curb, and gutter and sidewalk location, design, and construction. ~~However, in no case shall the minimum pavement composition be less than set forth in Table VI, Appendix A.~~
- D. Special requirements may be imposed by the Regional Planning Commission upon recommendation by the County Engineer and/or Sanitary Engineer with respect to the installation of public utilities.
- E. Every effort shall be made to protect adjacent residential areas from potential nuisance from the proposed non-residential subdivision, including the provision of extra depth in parcels backing up on existing or potential residential, recreational, or public development.
- F. Streets carrying non-residential traffic, especially truck traffic, shall not normally be extended to the boundaries of adjacent existing or potential residential areas, or connected to streets intended for predominantly residential traffic.

5. IMPROVEMENT STANDARDS AND SPECIFICATIONS

5.1 APPLICABILITY

The improvements in all subdivisions located in unincorporated areas of Fairfield County shall conform to Fairfield County specifications except in the extraterritorial jurisdiction area where a City has adopted subdivision regulations, the City specifications may apply provided they are approved by the Board of Fairfield County Commissioners. The improvements required by these regulations shall be designed, furnished and installed by the subdivider. The subdivider shall be responsible for the cost of any or all tests required by the County Engineer or the County Sanitary Engineer to establish that any material utilized or any and all improvements meet the specifications of these regulations. Subdivisions shall be provided the same improvements whether or not the streets are public or private except in special situations as approved by the Regional Planning Commission such as planned unit developments with adequate controls.

5.2 STREETS.

Streets shall be designed in accordance with the latest edition of the Fairfield County [Roadway Design Manual](#).

5.3 CURB, GUTTER, AND SIDEWALKS.

Curb, gutter, and sidewalk shall be designed in accordance with the latest edition of the Fairfield County [Roadway Design Manual](#).

5.4 DRAINAGE.

Drainage shall be designed in accordance with the latest editions of the Fairfield County [Stormwater Design Manual](#).

5.5 CENTRAL WATERLINES/SANITARY SEWERS AND ON-LOT WATER AND WASTEWATER SYSTEMS.

- A. All central waterlines and sanitary sewers shall be designed in accordance with the requirements of the agency having jurisdiction over the system. The County design requirements are contained in the "Fairfield County Water, Drainage and Sewer Regulations", and the "Fairfield Construction and Material Specifications". Waterlines and Sanitary Sewers must be approved by the County Sanitary Engineer.
- B. All subdivisions proposing on-lot water and wastewater systems shall also be designed to meet the requirements of the agency having jurisdiction over the review of such systems. The requirements for major residential subdivisions proposing on-lot water and wastewater systems are contained in Regulation 17 of the [Fairfield County Health Department](#) Regulations.

5.6 PERMANENT MONUMENTS AND MARKERS.

- A. Permanent monuments shall be accurately set and established at all points of deflection of the outside boundaries of the plat, on one street line of all streets that intersect the outside boundary lines, at diagonal opposite corners of each street intersection, on one street line at the beginning and end of all curves, at all points of deflection of street lines, and at such other points as are necessary to establish definitely all lines of the plat as determined by the County Engineer. In general, permanent monuments shall be placed at all critical points necessary to correctly layout any lot in the subdivision.
- B. The location of all monuments must be staked upon demand of the County Engineer or the County Sanitary Engineer.
- C. At least four (4) of the permanent monuments in subdivisions having ten (10) or less lots, and not less than six (6) in subdivisions having over ten (10) lots shall be of the following constructions.
- D. One-fourth (1/4) inch steel rods set in and running through concrete at least four (4) inches in diameter and at least thirty (30) inches long. The bottom of such block shall be set at least thirty (30) inches below finished grade in the subdivision, and the be found shall be designated on the plat. An alternate method for establishing the above mentioned concrete monuments shall be by drilling a 6" x 30" hole filling said hole with concrete and inserting a one-fourth (1/4) inch steel rod in proper position before the concrete has set up.
- E. All other permanent monuments shall be solid iron pins of at least one (1) inch diameter and at least thirty (30) inches long.
- F. Markers shall be three-fourths (3/4) inch steel rod eighteen (18) inches in length, or more. Markers shall be placed at each corner of all lots and at all angles in property line where permanent monuments are not already located. The markers shall be flush with the finish grade or counter sunk to afford protection from being disturbed.

5.7 BACKFILL.

Storm sewers, water lines, sanitary sewers, culverts, and utility lines within the dedicated right-of-way shall be backfilled with compacted granular material to within six (6) inches of the subgrade of the existing ground in accordance with Item 304, Ohio Department of Transportation Construction and Material Specifications.

5.8 MISCELLANEOUS.

- 5.8.1 Prior to any construction ~~or movement of topsoil~~ there shall be a pre-construction conference between the County Inspector, the contractor, the developer, and the project engineer. **The pre-construction conference will only be conducted after submission by the developer of the following: signed construction drawings for all subdivision improvements (roadways, sanitary sewer, water and storm drainage); construction material submittals; paid inspection fees; a signed development agreement between the Fairfield County Commissioners and the subdivision developer; a schedule of construction activities provided by the developer.**

- 5.8.2** Upon the completion of any construction and prior to acceptance by the County, the Design Engineer shall provide the County a letter which certifies the construction is in conformance with the construction plans and specifications, the Fairfield County Water, Drainage, and Sewer Regulations, Construction and Material Specifications, General Notes and Standard Drawings, and the Fairfield County Subdivision Regulations, Fairfield County **Roadway Design Manual**, and Fairfield County **Stormwater Design Manual**.
- 5.8.3** The subdivider is strongly encouraged to employ adequate and appropriate traffic and hazard controls during construction. It is emphasized that no streets or public improvements within the street right-of-way shall be the responsibility of any public body or official prior to formal acceptance by the County. Until such time as said improvements have been approved and accepted, the subdivider shall assume full responsibility and/or liability for all publicly dedicated areas and improvements thereon. The developer shall agree to indemnify and hold harmless the County until such time as the public improvements are accepted by the County.

6. DEVELOPMENT AGREEMENT, IMPROVEMENT ASSURANCES, INSPECTION, AND INSPECTION FEES

6.1 DEVELOPMENT AGREEMENT.

A development agreement shall be executed between the developer and the Fairfield County Board of Commissioners prior to the recording of an approved final plat or commencing construction of public improvements under Section 6.3.

6.2 CONSTRUCTION (IMPROVEMENT) ASSURANCES.

On proposed subdivisions, new lots shall not be sold or permanent buildings erected thereon until the subdivision plat has been recorded. Before certification of the final plat for recording, the developer shall guarantee the installation of required improvements in accordance with these regulations by adhering to one of the methods listed in Section 6.4 and payment of the inspection fee set forth in Appendix B, Section ~~14.18.1 4.~~

6.3 CONSTRUCTION PRIOR TO FINAL PLAT APPROVAL AND CERTIFICATION.

Required public improvements may be installed prior to final approval or certification of a final plat provided as follows:

- A. The preliminary plan has been approved by the Regional Planning Commission; and
- B. The County Engineer, County Sanitary Engineer, and the Fairfield Soil and Water Conservation District have approved the final construction plans; and
- C. The erosion and sediment control plan has been approved by the Regional Planning Commission and FSWCD; and
- D. The required development agreement has been executed; and
- E. The required inspection fee has been paid.

6.4 CONSTRUCTION ASSURANCES.

As an alternative to the construction and approval of required public improvements prior to recording of the final plat, an acceptable performance assurance equal to one hundred (100) percent of the engineer's approved estimated cost of all required improvements shall be deposited with the Fairfield County Board of Commissioners, subject to the specific provisions of Section 6.3 A through E, as applicable.

- A. A PERFORMANCE (CONSTRUCTION) BOND may be provided in favor of the Fairfield County Board of Commissioners. Said bond shall be without time limit. Said bond may be reduced by seventy-five (75) percent of the actual construction completed prior to conditional approval and acceptance of the improvements, upon recommendation of the County Engineer and/or Sanitary Engineer.
- B. A CERTIFIED CHECK for one hundred (100) percent of the cost of the improvements may be deposited with the Fairfield County Board of Commissioners. The certified

check shall be accompanied by a contract between the developer and the payee stating the terms and conditions under which the check may be cashed if the developer fails to complete the required improvements within the specified time limit.

- C. A developer may arrange to have an amount equal to one hundred (100) percent of the cost of the required improvements, held in escrow. Said escrow agreement shall be in the form provided by the County and will state the terms and conditions under which the funds will be distributed if the developer fails to complete the improvements within the specified time limit.
 - D. An irrevocable letter of credit from an institution acceptable to the Board of Fairfield County Commissioners in the amount of one hundred (100) percent of the cost of required improvements may be used to guarantee performance. Said letter of credit may be for a specified time period; however, said letter of credit must be renewed and/or extended at least three months in advance of the expiration date. No letter of credit will be accepted for less than a one year period.
- 6.4.1** Provisions shall be made in the case of a bond, certified check, escrow agreement, or letter of credit whereby the subdivider, his heirs, successors, or agents shall complete and comply with all applicable terms, conditions, provisions, and requirements of these regulations.

6.4.2 TIME LIMIT.

If the guarantee of installing the requirement improvements of a plat has been made in the form of a bond, certified check, escrow agreement, or other guarantee, the time limit for the completion of said improvements shall be two (2) years, said time period may be extended by the County Commission when conditions warrant. At the termination of the aforementioned period, the County may use as much of the bond, check, escrow agreement, or other guarantee, as is necessary to complete the improvements.

6.5 INSPECTION.

Inspection of each phase of work shall be made by the County Inspectors, or their designated agents.

- 6.5.1 The subdivider shall give seventy-two hours' notice, excluding weekends and County holidays, to the County Inspectors for any inspection to be conducted. The subdivider shall furthermore ensure that no work shall be covered or obscured prior to inspection and acceptance by the County Inspectors.
- 6.5.2 The developer shall, prior to certification of the final approval of the plat or prior to the start of construction, whichever occurs first, pay the amount set forth in Section 4.1 of Appendix B of the regulations to cover the cost of inspection of the improvements to the subdivision. As the project progresses, if additional inspection money is required, it will be requested by a letter showing how the inspection fee has been used up to that time. Any inspection money remaining after acceptance of the project will be returned to the payee with the exception of One-Thousand Five Hundred Dollars (\$1500.00) which will be retained for the Maintenance Inspection which is conducted prior to release of the Maintenance Bond.

Before conditional acceptance is made on any phase of a subdivision, a walkthrough inspection of the improvements shall be conducted between the County review agencies and the developer. The walkthrough shall only take place when all construction activities associated with the subdivision have been completed and all utilities including water, sanitary sewer, natural gas and electric service have been installed and tested. A punch list of any deficiencies shall be compiled by the County review agencies and submitted to the developer. The developer shall then correct all deficiencies.

6.6 MAINTENANCE BOND.

Prior to acceptance of any improvements within a phase of a subdivision, the developer shall furnish the County Commission a maintenance bond, certified check, or other acceptable guarantee that shall be held for a minimum of three (3) years ~~after conditional acceptance is granted and no longer than five (5) years~~ to ensure that the improvements are in satisfactory condition. ~~If the build out condition is not met within the three (3) year period, an additional 2-year extension on the maintenance guarantee is required. The maintenance guarantee will only be released between years 3 and 5 once the applicable section or phase (of which the guarantee applies) has reached eighty (80) percent lot occupancy*. Occupancy will be defined as an issued Certificate of Occupancy (COO) by the township zoning inspector. In townships where a COO does not apply, a certificate of zoning compliance or similar form may be accepted.~~ If the build out condition is not met within the three (3) year period, an additional 2-year extension on the maintenance guarantee is required. ~~For non-residential subdivisions, the maintenance period will be no longer than 3 years.~~ If within said period defects appear in the improvements which are determined by the County Inspectors to be the fault of the contractor or developer said defects shall be repaired to the satisfaction of the County Inspectors at the expense of the developer. In the event the developer fails to make required maintenance within ~~a reasonable~~ **two (2) months time** of a request to do so, the above-mentioned guarantee shall be forfeit. Said guarantee shall be ten (10) percent of the total improvement cost of that phase. Subdivisions receiving conditional acceptance prior to January 1, 2020 will be subject to a five (5) year maintenance period.

If succeeding phases of an approved subdivision will be using an existing road in that subdivision for access and that is the only entrance to that phase, an additional maintenance bond, certified check, or other acceptable guarantee will be required to cover any damage to the public improvements in the preceding phase. The County Inspector shall determine the adequacy of an additional guarantee. This additional guarantee will not be required if the maintenance guarantee(s) for the applicable preceding phase(s) do(es) not expire prior to the acceptance of the public improvements for the additional phase(s) using the existing road in that subdivision.

The County Engineer shall make an evaluation of the existing road prior to the start of construction activities in the succeeding phases. An evaluation may be made at the completion of each succeeding phase to determine damage.

6.7 IMPROVEMENTS (DEFINED).

Improvements shall include the total cost of developing a subdivision including all work called for in construction and erosion plans.

7. REQUIRED STATEMENTS AND SIGNATURES TO BE AFFIXED ON FINAL PLAT

The following statements shall be affixed on the final plat, as appropriate and applicable. All signatures on the final plat shall be with permanent black ink.

7.1 DESCRIPTION. (*METES AND BOUNDS*)

Situated in Section _____, Township _____, Range _____, Fairfield County, Ohio, containing _____ acres. (*Full Metes and Bounds Description*)

7.2 NOTARIZED OWNERS' DEDICATION AND ACKNOWLEDGMENT.

We, the undersigned, being all the owners and lien holders of the land platted herein, do voluntarily consent to the execution of said plat, and dedicate the streets hereon, comprising a total of _____ acres, to the public use forever.

7.2.1 UTILITY EASEMENTS: Utility easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

7.2.2 UTILITY AND SANITARY SEWER EASEMENTS: Utility and sanitary sewer easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of utility and sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

7.2.3 SANITARY SEWER EASEMENTS: Easements designated as Sanitary Sewer Easements on this plat are for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewer lines and services, and for the express privilege of removing any and all trees, **fencing**, or other obstructions to the free use of said sewers and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer Easements.

7.2.4 DRAINAGE EASEMENTS: An easement is hereby granted for the purpose of construction, operation, reconstruction, usage, and maintenance of storm drainage swales, ditches and underground piping and appurtenant works on any part of easement areas designated "Drainage Easement" hereon including the right to construct, clean, repair, keep unobstructed, and care for said sewers, swales, ditches, piping and appurtenant structures, together with the right of access to the said areas for said purpose. No above grade structures, dams, **fencing**, or other obstructions to the flow of storm water runoff are

permitted within the drainage easement areas as delineated on this plat, except those shown on the approved construction drawings.

- 7.2.5 DRAINAGE AND SANITARY SEWER EASEMENTS:** An easement is hereby granted for the purpose of construction, operation, reconstruction, usage, and maintenance of storm drainage swales and sanitary sewers, ditches and underground piping and appurtenant works on any part of easement areas designated "Drainage and Sanitary Sewer Easement" hereon including the right to construct, clean, repair, keep unobstructed, and care for said sewers, swales, ditches, piping and appurtenant structures, together with the right of access to the said areas for said purpose. No above grade structures, dams, **fencing**, or other obstructions to the flow of storm water runoff are permitted within the drainage and sanitary sewer easement areas as delineated on this plat, except those shown on the approved construction drawings, unless approved by the Fairfield County Engineer and the Fairfield County Sanitary Engineer.
- 7.2.6 WATER LINE EASEMENTS:** Easements designated as Water Easements on this plat are for the construction, operation, maintenance, repair, replacement, or removal of water lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said water lines and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Water Easements.
- 7.2.7 The following note is required on the plat of the subdivision when a drainage maintenance district is established:**

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

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

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

The owner or owners of the fee simple title to each of the lots and lands shown hereon that has within it a portion of the area designated hereon as "Drainage Easement" or "Drainage and Sanitary Sewer Easement" shall care for, maintain, and keep open and unobstructed the major storm drainage swale within said portion of the drainage easement or drainage and sanitary sewer easement area.

The easement for storm sewer, storm drainage swales, and where applicable sanitary sewer, and appurtenant works is hereby granted to the Board of Fairfield County Commissioners and its assigns, for use at such time as it is determined that for reasons of

public health, safety, and welfare it is necessary to construct, reconstruct, maintain, and keep open and unobstructed the major storm drainage swales within said "drainage easement area" or "drainage and sanitary sewer easement area", and that the costs thereof, both direct and incidental thereto, shall be paid for by the owner or owners of the fee simple title to the lots and land upon which such maintenance is performed, unless paid by a drainage maintenance district established for the subdivision.

Monuments shown on the plat as not in place at the time of recording shall be placed prior to acceptance of the streets.

7.2.8 PEDESTRIAN ACCESS ROUTES – (MULTI-USE PATHS, BIKE TRAILS/PATHS, SIDEWALKS, OR OTHER):

We the undersigned, _____, being the owners and lien holders of the land platted herein, do voluntarily consent to the execution of said plat. The undersigned further require the owners of the lot or lots within said subdivision to construct, maintain, repair, reconstruct said pedestrian access routes along the lands abutting and within county owned right-of-way or highway easement in perpetuity. The duties set forth in this notation shall be binding on the owner' successors and assigns.

7.2.9 (This type of easement shall be used when lots back into major vehicular traffic arteries.)

Vehicular right-of-access shall not be allowed across the one (1) foot easement lying parallel to _____ street, along the rear lots _____, _____, _____, and _____.

7.2.10 (This statement shall be used for property owners association and responsibilities.)

A property owners association is required as a condition of this plat. All property owners shall be members of said association, and shall be responsible for (drainage, wastewater treatment plant, retention pond, recreational open space, etc.).

7.2.11 (This item is applicable only if the restrictions are listed on a second sheet.)

This plat is subject to the covenants and restrictions shown on the separate document attached hereto and labeled "sheet _____ of _____ sheets".

7.2.12 (Alternate dedication section for private streets.)

The streets, hereon, comprising a total of _____ acres are private streets until such time as they meet all subdivision requirements and improvement standards in existence at the time they are presented for public acceptance. Said streets shall be maintained at no expense to any public agency.

Witness

Owner

Witness

Property Co-Owner

STATE OF OHIO
FAIRFIELD COUNTY

Be it remembered that on this _____ day of _____, 20 _____, personally came the said _____, to me known, and acknowledged the signing and execution of the foregoing statement to be their voluntary act and deed.

My Commission Expires

Notary Public in and for
Fairfield County, Ohio

7.3 HEALTH DEPARTMENT APPROVAL.

(This statement will be used when central sewer systems are not provided.)

FAIRFIELD COUNTY HEALTH DEPARTMENT

I hereby certify that this plat meets the requirements of the **Fairfield County Health Department**. (This approval given subject to the following regulations: Before construction is commenced each individual owner or builder shall contact the **Fairfield County Health Department** for approval of type and location of wastewater disposal systems, location of potable water supply, dwelling and driveway). Approval of on-site wastewater disposal systems is based on the original soil conditions. Any cut or fill on lots proposed for on-site wastewater treatment systems shall be approved by the **Fairfield County Health Department** and this approval shall be noted on construction drawings prior to work being commenced.

Commissioner, **Fairfield County Health Department**

7.4 CERTIFICATION OF SURVEYOR.

I hereby certify that this plat represents a true and complete survey made by me or under my supervision on _____, 20 _____, and that all markers and monuments indicated are in place or will be in place by the time of street acceptance and are correctly shown as to materials, locations and meets the latest provision of Ohio Administrative Code Chapter 4733-37 - Minimum Standards for Boundary Surveys in the State of Ohio.

Registered Professional Surveyor

7.5 APPROVAL BY COUNTY COMMISSIONERS.

Approved and accepted this _____ day of _____, 20 _____. The streets, roads, etc., herein dedicated to public use are hereby accepted as such for the County of Fairfield, State of Ohio.

Fairfield County Commissioners

7.6 APPROVAL BY COUNTY ENGINEER.

This plat is hereby approved as of _____, 20 _____, however, streets are not accepted until inspected and approved.

Fairfield County Engineer

7.7 APPROVAL BY COUNTY SANITARY ENGINEER.

~~(This approval block required when centralized sanitary sewers and/or water lines are provided or utilized.)~~

This plat is hereby approved as of _____, 20 _____, however, sanitary sewers and waterlines are not accepted until inspected and approved.

Fairfield County Sanitary Engineer

7.7.2 (This approval required when centralized sanitary sewers are not provided.)

This plat is hereby approved as of _____, 20 _____. Sanitary Sewer Easements for future sanitary sewers have been provided and are hereby accepted

Fairfield County Sanitary Engineer

7.8 APPROVAL BY THE _____ WATER AND SEWER DISTRICT.

(This approval is required when sanitary sewer and/or water lines from a Water and Sewer District are utilized, in addition to approval by the County Sanitary Engineer.)

This plat is hereby approved as of _____, 20 _____, however, sanitary sewers and/or waterlines are not accepted until inspected and approved.

Authorized Signature

_____ Water and Sewer District

7.9 APPROVAL BY REGIONAL PLANNING COMMISSION.

I hereby certify that this plat was approved by the Fairfield County Regional Planning Commission on _____, 20 _____. This approval becomes void unless this plat is filed for recording within one hundred and eighty (180) days of the above approval.

Director, Fairfield County Regional Planning Commission

7.10 COUNTY AUDITOR.

I hereby certify that the land described by this plat was transferred on _____, 20_____.

Fairfield County Auditor

7.11 COUNTY RECORDER.

I hereby certify that this plat was filed for recording on _____, 20 _____, at _____ am-pm and that it was recorded on _____, 20 _____, in Volume _____, Page _____ plat records of Fairfield County, Ohio. Fee \$ _____.

Fairfield County Recorder

**7.12 ZONING INSPECTOR.
(Applies to all townships having zoning regulations.)**

This plat is consistent with the current _____ Township Zoning Resolution.

Township Zoning Inspector

8. HILLSIDE REGULATIONS

8.1 APPLICABILITY.

These regulations apply to all hillside areas. A hillside area as referred to herein is defined as one with an average of more than fifteen (15) percent slope. The subdivider shall submit sufficient detailed information as to geologic conditions, soil types, and underground water level in order that a determination can be made by the Regional Planning Commission after consultation with the Fairfield Soil and Water Conservation District as to the safety of development of the particular location.

8.2 DETERMINATION OF AVERAGE SLOPE.

The average slope for any hillside development shall be determined by the Regional Planning Commission during the time of preliminary subdivision design. Determination will be on an area-by-area basis with each lot sized according to the average topographic change falling within each area.

8.3 MINIMUM LOT REQUIREMENTS.

Minimum lot requirements shall be determined by utilizing Exhibit 5A (minimum lot size requirements based on slope). Deviations from these requirements may be allowed subject to determination by the Regional Planning Commission where exceptional circumstances warrant.

8.4 GRADING PLAN AND CONTROLS.

The grading plan shall show contour lines at five (5) foot intervals where average slopes exceed fifteen (15) percent and at two (2) foot intervals where slopes are less than fifteen (15) percent. Elevations are to be based on the sea level datum (U.S.G.S.). The approximate lot layout and the approximate dimensions shall be shown for each lot and each building site. Where pads are utilized or proposed for building sites, engineering data shall show the existing topography and the approximate finished grades, location and size of each building site, and finished grade of streets prior to consideration of the final plat.

8.5 CUTS AND FILLS.

No land shall be graded, cut, or filled so as to create a slope exceeding a vertical rise of one (1) foot for each two and one half (2 1/2) feet of horizontal distance between abutting lots, unless a retaining wall of sufficient height and thickness is provided to retain the graded bank. Major cuts, excavation, grading, and filling, where the same materially changes the site and its relationship with surrounding areas or materially affects such areas, shall not be permitted if such excavation, grading, and filling will result in a slope exceeding a vertical rise of one (1) foot for each two and one half (2 1/2) feet of horizontal distance between abutting lots or between adjoining tracts of land, except where adequate provision is made to prevent slides and erosion by cribbing and retaining walls.

8.6 COMPACTION OF FILL.

All fill on streets shall be compacted in accordance with State Highway specifications.

8.7 RETAINING WALLS.

Retaining walls may be required whenever topographic conditions warrant or where necessary to retain fill or cut slopes within the right-of-way. Such improvements shall require the approval of the County Engineer.

8.8 EXCEPTIONS TO OTHER REQUIREMENTS IN THESE REGULATIONS.

The following modifications of other requirements and specifications shall apply to hillside development. Where modifications are not specifically stated they shall not be allowed.

8.8.1 Alignment of all streets shall be subject to approval of the County Engineer depending upon the existing conditions.

- A. Curb and gutter shall be required on all streets.
- B. Final grades on streets shall not exceed twelve (12) percent.
- C. Either public sewer will be provided or a central treatment facility shall be installed by the subdivider in accordance with the existing E.P.A. and **Fairfield County Health Department** requirements. The use of individual systems shall be prohibited.
- D. All cross sections are subject to the approval of the County Engineer and may vary from other requirements set forth in these regulations.

9. PLANNED UNIT DEVELOPMENTS

9.1 GENERAL.

The planned unit development approach to development is permissible. These regulations may be modified by the degree necessary to accomplish the objectives and standards required for the planned unit development of residential, commercial, or industrial subdivisions, or a mixture thereof in accordance with the affected zoning resolution. In areas without zoning, the determination of standards shall be made by the Regional Planning Commission.

9.2 AREA REQUIREMENT.

The area of the total tract utilized for a planned unit development shall in no case be less than would be required under standard procedures- for a like number of residential units.

9.3 OPEN SPACE.

Permanent open spaces will be protected and maintained by provisions within the protective covenants which shall be mandatory. All such open spaces shall be of sufficient size, shape, and character to be usable as determined by the Regional Planning Commission.

9.4 SUBDIVISION APPROVAL REQUIRED.

Nothing within this Title, however, shall exempt the developer from the requirement of subdivision plat approval as required in these regulations.

9.5 HOMEOWNER'S ASSOCIATION.

There shall be established a permanent viable homeowner's association to maintain open space and/or private streets within the development.

9.6 MODIFICATION OF SUBDIVISION REQUIREMENTS.

Whenever a subdivision is developed as a planned unit development, with adequate school sites, parks, or playgrounds provided, and such planned unit development is protected from through traffic, the Regional Planning Commission may vary the requirements for streets, sidewalks, and curbs and gutters to allow the subdivision more freedom in the arrangement of streets and lots with concurrence from the County Engineer. However, the Regional Planning Commission shall ensure: the convenience, health, welfare, and safety of the future residents of the subdivision and the adjacent property, the general welfare of the County, and the intent of these regulations.

9.7 REVIEWING CRITERIA.

The Regional Planning Commission shall consider evidence by the applicant, the planning staff, and other appropriate agencies in arriving at their decisions.

A. Their decisions shall be based on, but not confined to, the following considerations:

- B. That the proposed use will not result in an over-intensive use of the land.
- C. That the proposed use will not result in undue traffic congestion or traffic hazards.
- D. That an adequate sewer and/or water system is available for the proposed use.
- E. That detrimental conditions will not result due to development on excessive slopes.
- F. That the proposed use will not create significant water, air, noise, or visual pollution.
- G. That the soil and drainage conditions will support development including whatever waste disposal treatment is utilized.
- H. That fire hazards will not be created or increased without provisions being made to correct this situation.
- I. That no adverse conditions are created or increased without provisions being made to correct this situation.
- J. That the development would not adversely affect any land of significant historical, recreation, or aesthetic value.

10. MOBILE HOME SUBDIVISIONS

10.1 DESIGN STANDARDS.

The following design standards shall apply to mobile home parks:

- A. A mobile home park shall contain a minimum of five (5) acres.
- B. The maximum density shall not exceed six (6) mobile homes per gross acre.
- C. All mobile homes or accessory buildings shall be located no closer than thirty-five (35) feet from the front property lines, nor closer than twenty (20) feet from the side or rear property line. However, if the side or rear property line abuts an arterial street as shown on the Major Thoroughfare Plan, the minimum side or rear yard shall be thirty-five (35) feet. The outer boundaries of a mobile home park shall contain a buffer zone. This buffer zone shall be composed of a green strip, not less than twenty (20) feet in width, located along all park boundaries. The type of plantings shall be approved by the Commission. This green strip may be in a yard adjacent to a street or road, provided all other provisions of the resolution are met.
- D. All mobile home parks should have access to adequate collector streets with a right-of-way not less than sixty (60) feet in width. Marginal access roads may be required if deemed necessary for mobile home parks that would have direct access onto an arterial street.
- E. The design and construction of the interior street system shall conform to the requirements of these regulations. Parking on interior streets shall not be permitted unless the pavement width is thirty-five (35) feet at a minimum. Street width shall be measured from back of curb to back of curb.
- F. All mobile home parks shall have paved pedestrian walkways at least five (5) feet in width. The location of necessary walkways shall be decided by the Commission and may vary relative to location, intensity of use, and location of recreational areas and service buildings.
- G. At least ten (10) percent of the gross land area of the mobile home park shall be reserved for recreational and open space uses. This figure is in addition to any other open areas required by yard requirements or other sections of this resolution. A clustering of units is encouraged.
- H. The outer boundaries of a mobile home park shall contain a buffer zone. This buffer zone shall be composed of a green strip, not less than twenty (20) feet in width, located along all park boundaries. The type of plantings shall be approved by the Commission. This green strip may be in a yard adjacent to a street or road, provided all other provisions of the resolution are met.

10.2 MOBILE HOME LOT REQUIREMENTS.

Individual mobile home lots within mobile home parks will conform to the following requirements.

- A. Each mobile home lot shall contain a minimum area of four thousand (4,000) square feet.
- B. The minimum width of each mobile home lot shall be forty (40) feet and the minimum depth of each lot shall be one hundred (100) feet. The minimum width of corner lots, however, shall be fifty (50) feet.
- C. Each mobile home lot shall be provided with a paved driveway to accommodate off-street parking for two (2) vehicles. The size of the driveway shall not be less than four hundred (400) square feet.
- D. Each mobile home lot shall be provided with a three (3) foot walkway leading from the main entrance to the main walkway or adjacent street.
- E. Each mobile home shall be provided with a stable base upon which to place the mobile home.
- F. Each mobile home lot shall be provided with anchors and tie downs such as cast-in place concrete "dead men" eyelets imbedded in concrete runways, screw augers, arrowhead anchors, or other devices for securing the stability of the mobile home.

10.3 MOBILE HOME PARK UTILITIES AND OTHER SERVICES.

Mobile home park utilities and other services shall conform to the following requirements:

- A. Within each mobile home park storm drainage shall be provided in accordance with the latest edition of the Fairfield County [Stormwater Design Manual](#).
- B. Within each mobile home park there shall be installed a water supply and distribution system in conformance with the requirements of the Ohio Department of Health. Each mobile home lot shall be connected to this system.
- C. Within each mobile home park there shall be installed a sanitary waste distribution system which shall be connected with a municipal sewer system where available, or a central treatment plant shall be located, constructed, and maintained in accordance with the regulations of the Ohio Department of Health and the EPA (Environmental Protection Agency). Each mobile home lot shall be connected to this system.
- D. Each mobile home shall be provided with suitable electrical equipment in accordance with the National Electrical Code and local codes.
- E. All interior streets and walkways shall be lighted by not less than three-tenths (3/10) foot candle of artificial light.
- F. Within each mobile home park, all utility lines including those for electricity and telephone service shall be installed underground.

- G. Within each mobile home park there shall be provided a fire protection system approved by the Ohio Department of Health and the local fire authority. Standard fire hydrants should be located within four hundred (400) feet of all mobile homes. If standard fire hydrants are not feasible, there shall be installed within three hundred (300) feet of each mobile home lot a two (2) inch frost protected riser with a two and one-half (2 1/2) inch hose connection. Portable fire extinguishers should be provided at convenient and accessible locations.

11. REVISIONS AND ENFORCEMENT

11.1 RECORDING OF PLAT.

No plat of any subdivision shall be received by the County Recorder of Fairfield County or have any validity until said plat has received final approval in the manner prescribed in these regulations.

11.2 REVISION OF PLAT AFTER APPROVAL.

No changes, erasures, modifications, or revisions shall be made in any plat of a subdivision after approval has been given by the Regional Planning Commission and endorsed in writing on the plat, unless said plat is first resubmitted to the Commission in accordance with Section 3.5.

11.3 PENALTIES.

The following penalties shall apply to the violation of these regulations.

- 11.3.1 Whoever willfully violates these regulations or fails to comply with any order issued pursuant thereto, shall forfeit and pay not less than ten (10) nor more than one thousand (1,000) dollars. Such sum may be recovered with costs in a civil action brought in the County of Common Pleas in Fairfield County by the legal representative of Fairfield County and for the use thereof.
- 11.3.2 The County Auditor and the County Recorder shall not transfer property or record deeds or leases which attempt to convey property contrary to the provisions of these regulations. In case of doubt, the County Auditor or County Recorder may require the person presenting such deed or lease to give evidence of the legality of a conveyance by metes and bounds by an affidavit as to the facts which exempt such conveyance from the provisions of these regulations.
- A County Recorder who records a plat contrary to these regulations shall forfeit and pay not less than one hundred (100) nor more than five hundred (500) dollars to be recovered with costs in a civil action by the prosecuting attorney in the name and for the use of Fairfield County.
- 11.3.3 Whoever, being the owner or agent of the owner of any land, willfully transfers any lot, parcel, or tract of such land from or in accordance with a plat of a subdivision as specifically defined in these regulations, before such plat has been recorded in the office of the County Recorder, shall forfeit and pay the sum of not less than ten (10) nor more than five hundred (500) dollars for each lot, parcel, or tract of land so sold. The description of such lot, parcel, or tract by metes and bounds in the deed of transfer shall not serve to exempt the seller from the forfeiture provided in this section.
- Such sum may be recovered in a civil action brought by the prosecuting attorney, of Fairfield County in the name of the County and for the use of the road repair fund thereof.
- 11.3.4 Any person who disposes of, offers for sale, or leases for a time exceeding five (5) years, any lot or any part of a lot, in a subdivision with intent to violate these regulations shall

forfeit and pay the sum of not less than ten (10) nor more than five hundred (500) dollars for each lot or part of a lot so sold, offered for sale, or leased, to be recovered, with costs in a civil action, in the name of the County Treasurer for the use of the County.

11.4 VARIANCES.

The following regulations shall govern the granting of variances:

- A. Where the Regional Planning Commission finds that extraordinary and unnecessary hardship may result from strict compliance with these regulations, due to exceptional topographic or other physical conditions, it may vary the regulations so as to relieve such hardship, provided such relief may be granted without detriment to the public interest and without impairing the intent and purpose of these regulations or the desirable development of the neighborhood and community. Such variations shall not have the effect of nullifying the intent and purpose of these regulations, the comprehensive plan, or the zoning resolution, if such exists.
- B. In granting variances or modifications, the Regional Planning Commission may require such conditions as will, in its judgment, secure substantially the objective of the standards or requirements so varied or modified.
- C. Fees for variances and/or appeals shall be required as set forth in Section ~~14.16 3-5~~ of Appendix B.

11.5 APPEAL OF DECISION OF RPC

Any person who believes they have been aggrieved by the regulations or the action of the Regional Planning Commission, has all the rights of appeal as set forth in Chapter 711 and Chapter 2506 of the Ohio Revised Code or any other applicable section of the Ohio Revised Code.

11.6 APPEAL OF DECISION OF RPC EXECUTIVE DIRECTOR

Any person who believes that they have been aggrieved by an opinion of the Director of the RPC regarding the Director's Interpretation of these regulations may appeal in writing the director's interpretation to the RPC. Notice of such appeal shall be given to the RPC within thirty (30) working days of such interpretation and at least fifteen (15) working days before such appeal is presented to the RPC for consideration. Such appeal shall be in writing and shall state the Title and Section of the regulations being appealed, as well as their interpretation of such regulation and why they believe the Director's interpretation is erroneous.

12. DEFINITIONS

For the purpose of these regulations, the following items are defined.

ALLEY

A public or private dedicated right-of-way not less than twenty (20) feet wide serving as a secondary means of access to the property.

APARTMENT

Three (3) or more dwelling units in one (1) structure.

BEST MANAGEMENT PRACTICES (BMP)

Schedules of activities, prohibition of practices, maintenance procedures, and other best management practices (both structural and non-structural) to prevent or reduce the pollution of surface waters of the state. BMP's also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.

BLOCK

A parcel of land bounded or intended to be bounded on all sides by a street or streets.

BUILDING SETBACK LINE

A line indicating the minimum horizontal distance between the street right-of-way and any building. In cases where the proposed width of a street as set forth in the Fairfield County Thoroughfare Plan differs from that of the existing street, the building setback line shall be measured from the proposed street right-of-way line. The building setback shall comply with Table ~~IV V-A~~.

CHANNEL

A natural stream that conveys water; a ditch excavated and/or constructed for the flow of water.

CLEARING

The grubbing, scraping, scalping, removal of trees and stumps, and removing and disposing of vegetation and debris within the site, and shall include the conditions resulting therefrom.

COMPREHENSIVE PLAN

The long range plan when and if adopted and as it may be amended from time to time by the Regional Planning Commission providing for the general location of the principle streets, parks, zoning districts, schools, and other public buildings, and other long range aspects of physical planning.

CONSTRUCTION

The erection, alteration, repair, renovation, demolition or removal of a building or structure; and the clearing, stripping, excavating, cutting, filling, grading, and regulation of sites in connection therewith.

COUNTY

Fairfield County, State of Ohio.

COUNTY BOARD OF COMMISSIONERS

Administrative authority of Fairfield County.

COUNTY ENGINEER

The Engineer of Fairfield County, or his designated agent.

COUNTY SANITARY ENGINEER

The Sanitary Engineer of Fairfield County or his designated agent.

CROSSWALK

A ten (10) foot dedicated public right-of-way which cuts across a block to provide pedestrian access to adjacent areas.

CUL-DE-SAC

A short local street, having (1) end open to motor traffic, the other end being terminated by a vehicular turn-around.

DEAD END STREET

A street right-of-way having one (1) outlet for motor traffic and not containing a permanent vehicular turnaround.

DENUDE

The act of stripping, scraping, and/or scalping a site of vegetation, thus exposing bare soil.

DETENTION

The capture, collection, and subsequent slow release of Stormwater runoff; the primary purpose of which is to mitigate increases in Stormwater runoff rates, providing protection, whether complete or partial, to down-slope areas, from the adverse effects of increased runoff rates.

DEVELOPER

Any individual, subdivider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing procedures under these regulations to the development of land for himself or for another.

DEVELOPMENT

Any man-made change to improve or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

DEVELOPMENT AREA

An area owned by an individual, firm, or association being developed as a single phase or multiple phases (units) and used or being developed or redeveloped, for non-farm commercial, industrial, residential or other non-farm purposes upon which earth disturbing/land disturbance activities are planned or underway.

EARTH DISTURBANCE

Any grading, pushing, piling, throwing, unloading, or placing of fill material, composed of earth, soil, rock, sand, gravel, or demolition material.

EASEMENT

A grant by the owner of land for a specific use such as public utilities.

ENGINEER

An individual authorized to practice civil engineering as defined by Occupations-Professions of the State of Ohio, due to his or her registration in said state.

EROSION

- A. The wearing away of the land surface caused by running water, wind, ice or other geological agents, including such processes as gravitational creep.
- B. Detachment and movement of soil or rock fragments by wind, water, ice or gravity.

EXEMPTED

"Exempted" as utilized in Section 1.4.1 and 1.4.2 of these regulations shall mean that the parcel or tract being created does not constitute a minor subdivision as referenced in Section 2.1 of these regulations. However, said division of property shall be subject to normal processing by the Regional Planning Commission. Furthermore, the division of property must comply with all zoning requirements.

FINISHED GRADE

The grade or elevation of the ground surface conforming to the site grading plan.

FRONTAGE

Frontage shall mean the minimum frontage required by the appropriate zoning or subdivision regulations, whichever is greater, but in no case shall it be less than sixty (60) feet. Frontage further means that portion of a lot or tract of land which directly abuts a public road and has access thereto.

GRADING

The stripping, cutting, filling, stockpiling, or any combination thereof of earth disturbing activities, including land in its cut or filled conditions.

GRUBBING

Any activity which removes or significantly disturbs the root matter within the ground.

HAZARD

Any danger to public health, welfare, and safety including exposure to risk or damage to property or liability for personal injury; or risk of harm to land, air or water resulting in environmental degradation. Hazards can include flooding and ponding, compaction and settling, landslides, earthquakes, toxic chemicals, radiation, fire and disease.

IMPROVEMENTS

Street pavements, with or without curb and gutter, walks, sanitary, storm, and water lines, erosion control, or any other appropriate items.

INSPECTOR

Duly authorized agent of the County Engineer, County Sanitary Engineer, and Fairfield Soil and Water Conservation District.

JOG

A jog is where two parallel streets intersect with a common street with an off-set of the centerlines of less than two hundred and fifty (250) feet.

KEY MAP

A drawing at a reduced scale, located on the final map, which shows enough of the general area around the subdivision in question so as to locate and orient said subdivision.

LAND-DISTURBING ACTIVITIES

Any land change that may result in soil erosion from water or wind and the movement of sediment into waters or onto lands, including but not limited to, clearing, grading, excavating, transporting and filling of land, and installation of utilities.

LAND USE PLAN

The long range plan for the desirable use of land in Fairfield County as officially adopted, and as amended from time to time by the Regional Planning Commission.

LOT

A piece, parcel, or tract of land not including any street right-of-way occupied or intended to be occupied by a principle building or a group of such buildings and accessory buildings or utilized for a principle use and uses accessory thereto, together with the required open spaces and having a minimum frontage of sixty (60) feet on a public street.

LOT, CORNER

A lot abutting upon two (2) or more streets at their intersection or upon two parts of the same street, such streets or parts of the same street form an interior angle of less than one hundred and thirty-five (135) degrees. The point of intersection of the street lines is the "corner".

LOT, THROUGH

A through lot is a lot other than a corner lot with frontage on more than one (1) street.

MOBILE HOME

Any non-self propelled vehicle so designed, constructed, reconstructed, or added to by means of accessories in such manner as will permit the use and occupancy thereof for human habitation, when connected to utilities, whether resting on wheels, jacks, blocks, or other temporary foundation and used or so construed as to permit its being used as a conveyance upon the public streets and highways.

MORE THAN FIVE (5) ACRES

The term more than five (5) acres shall mean a minimum of 5.01 acres.

MULCHING

The application of suitable materials on the soil surface to conserve moisture, hold soil in place, and aid in establishing plant cover.

NEIGHBORHOOD PLAN

A neighborhood unit predesigned prior to the subdivision of most of the land area, for purposes of indicating the general location of the different land uses and streets.

NEIGHBORHOOD UNIT

An area of land urban in character and bounded or traversed by major traffic arteries or other barriers to contain its own school, church, shopping district, and recreation areas.

MAP

The scaled representation of a parcel of land or a sub-division.

MAY

May is permissive and not mandatory.

ODOT CMS

An abbreviation for Ohio Department of Transportation, Construction and Materials Specifications.

OWNER

The person in whom is vested the fee ownership, dominion, or title of property, i.e. the proprietor. The word "owner", when applied to property, shall include any part-owner or joint owner of the whole or any part of such property.

PERMANENT STABILIZATION

The establishment of permanent vegetation, decorative landscape mulching, matting, sod, rip rap, and landscaping techniques to provide permanent erosion control on areas where construction operations are complete or where no further disturbances is expected for at least one year.

PLAT FINAL

A final map of the subdivider's plan of subdivision, or an area which has or is about to be subdivided by means of recording a final plat.

POLLUTION

The man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of air, water or soil resources.

RAINWATER AND LAND DEVELOPMENT

A manual describing construction and post-construction best management practices and association specifications. A copy of the manual may be obtained by contacting the Ohio Department of Natural Resources, Division of Soil & Water Conservation.

RETENTION

The collection and storage of Stormwater runoff without subsequent discharge other than through infiltration into the ground or evaporation.

RIGHT-OF-WAY

The land between property lines utilized as street, alley, or crosswalk.

RUNOFF

The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and eventually is returned to streams, rivers, lakes, and ponds. That part of the precipitation which runs off the surface of a drainage area after all abstractions are accounted for.

SEDIMENT

Solid material, both mineral and organic, that is or was in suspension, is being or has been transported, or has been from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below water.

SEDIMENT BASIN

A facility such as a depression storage area, a pond or trap, barrier, dam or other suitable detention facility built across an area of water flow to settle by gravity or filtration and retain sediment carried by surface drainage runoff water.

SEDIMENT CONTROL PLAN

A written description, in graphical and descriptive terms, subject to review and approval by the approving agency, of methods for controlling sediment pollution from accelerated erosion of a development area of one or more contiguous acres.

SHALL

Shall means mandatory; not permissive.

SITE

Any lot or parcel, or a series of lots or parcels of land adjoining, or joined together under one ownership where clearing, stripping, grading or excavating is performed.

SLIP (LANDSLIDE)

The rapid downward and outward movement of large rock material and/or soil mass under the influence of gravity in which the movement of soil mass occurs along an interior surface of sliding.

SLOUGHING

A slip or downward movement of an extended layer of soil resulting from the undermining action of water the earth-disturbing activity of man.

SPECIFICATIONS AND STANDARDS

Those specifications and standards, as determined by the Board of Fairfield County Commissioners, which shall govern the construction of the subdivision within the jurisdiction of these regulations.

STABILIZATION

The prevention of soil movement by any vegetative and/or structural means.

STAFF

A group of individuals employed by the Regional Planning Commission for service rendered to the Regional Planning Commission within the realm of planning.

STORM WATER (STORMWATER)

Water runoff resulting from storm events, including snow melt, surface water runoff and drainage.

STREAM

A body of water running or flowing on the earth's surface or a channel in which such flow occurs. Flow may be seasonally, ephemeral, intermittent, or perennial.

STREET

A public right-of-way, normally fifty (50) feet or more in width, which provides a public means of access to abutting property. The term street shall include avenue, drive, circle, road, lane, court, parkway, boulevard, highway, thoroughfare, or any other similar term.

STREET, COLLECTOR

A collector street functions to conduct traffic between major streets and/or activity centers. It is a principle traffic artery within residential areas and carries relatively high volume. For the purposes of these regulations, any street projected to carry between 1,500-2,999 trips per day may be designated a collector street.

STREET, COMMERCIAL-INDUSTRIAL

A public thoroughfare designated for a particular use, such as serving commercial-industrial areas, and not classified within the street grouping as listed above.

STREET, LOCAL

A local street is a short or low volume street, or cul-de-sac. The primary purpose of a local street is to conduct traffic to and from dwelling units to other streets within the

hierarchy. For the purposes of these regulations, any street projected to carry between 1-1,499 trips per day may be designated a local street.

STREET, MAJOR AND MINOR ARTERIAL

An officially designated Federal or State numbered highway or county or other road designated as a major thoroughfare on the official Thoroughfare Plan, or a county or other road designated as a secondary thoroughfare on said plan respectively.

STREETS, MARGINAL ACCESS

A minor street which is generally parallel and contiguous to an expressway, freeway, parkway, or any other major street, and is so designed as to intercept, collect, and distribute traffic desiring to cross, enter, or leave such traffic artery and which provides access to abutting properties and protection from through traffic. Marginal access streets shall be designed to local street standards.

STRIPPING

Any activity which removes or significantly disturbs the vegetative surface cover.

SUBDIVIDER

Any person, persons, or corporation or duly authorized agent who undertakes the subdivision of land.

SURFACE WATERS OF THE STATE

Means all streams, lakes, reservoirs, ponds, marshes, wetlands, or other waterways which are suited wholly or partly within the boundaries of the state, except those private waters which do not combine or effect a junction with surface water. Waters defined as sewage systems, treatment works or disposal systems in Section 6111.01 of the ORC are not included.

SURVEYOR

A registered surveyor as defined by the "Registration Act of the State of Ohio".

TEMPORARY STABILIZATION

The establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.

THOROUGHFARE PLAN

The official Thoroughfare Plan as adopted and as amended from time to time by the Commission, establishing the general location and official right-of-way widths of the major and secondary highways and thoroughfares in Fairfield County and which is on file in the office of the County Recorder and the Commission.

THREE (3) MILE AREA

An area measured from the City limits of any City of Fairfield County to a line three (3) miles out.

TOPSOIL

Surface and upper surface soils which presumably are darker colored, fertile soil materials, ordinarily rich in organic matter or humus debris.

URBAN AREA

The urban area shall be that area designated for future expansion on the officially adopted Comprehensive Plan.

WASTEWATER TREATMENT

A term used interchangeably with sewage treatment.

13. APPENDIX A - TABLES AND EXHIBITS

The following tables and exhibits shall constitute an integral part of these regulations, in addition to various standard construction drawings as contained in the latest editions of the Fairfield County Water, ~~Drainage~~, and Sewer Regulations, Fairfield County ~~Stormwater Design Manual~~, and Fairfield County ~~Roadway Design Manual~~.

Tables I through III are incorporated in this appendix by reference and as provided in Title IV, Sections 4.5, 4.6, and 4.7 of these regulations.

TABLES

- ~~IV V-A~~ Street Classifications – Required Width in Feet
- ~~V-B~~ ~~Street Classifications – Alignment Requirements~~
- ~~VI~~ ~~Minimum Pavement Composition~~
- V Minimum Lot Size Requirements Based on Slope
- ~~VIII~~ ~~Runoff Coefficients Rational Method~~
- ~~IX~~ ~~Runoff Curve Numbers~~

EXHIBITS

- 1 Permanent/Temporary Cul-de-Sac Requirements
- ~~1A~~ ~~Local Street Without Curb and Gutter~~
- ~~1B~~ ~~Collector Street Without Curb and Gutter~~
- ~~1C~~ ~~Minor Arterial Without Curb and Gutter~~
- ~~1D~~ ~~Industrial Without Curb and Gutter~~
- ~~1E~~ ~~Local Street With Curb and Gutter~~
- ~~1F~~ ~~Collector Street With Curb and Gutter~~
- ~~1G~~ ~~Minor Arterial With Curb and Gutter~~
- ~~1H~~ ~~Major Arterial With Curb and Gutter~~
- ~~1I~~ ~~Industrial With Curb and Gutter~~
- ~~2A~~ ~~Detail Combined Curb and Gutter~~
- ~~2B~~ ~~Detail Mountable Curb~~
- ~~2C~~ ~~Detail of Edge of Pavement With Underdrains~~
- ~~2D~~ ~~Detail of Edge of Pavement With Aggregate Drains~~
- ~~2E~~ ~~Typical Pavement Section~~
- ~~3A~~ ~~Temporary Turn Around~~

~~4A — Ditch Underdrain~~

~~**TABLE V-A**~~

~~Street Classifications — Required Width in Feet~~

~~Street Classifications — Required Width in Feet shall be in accordance with the latest edition of the Fairfield County Roadway Design Manual.~~

~~**TABLE V-B**~~

~~Street Classifications — Alignment Requirements~~

~~Street Classifications — Alignment Requirements shall be in accordance with the latest edition of the Fairfield County Roadway Design Manual.~~

~~**TABLE VI**~~

~~MINIMUM PAVEMENT COMPOSITION~~

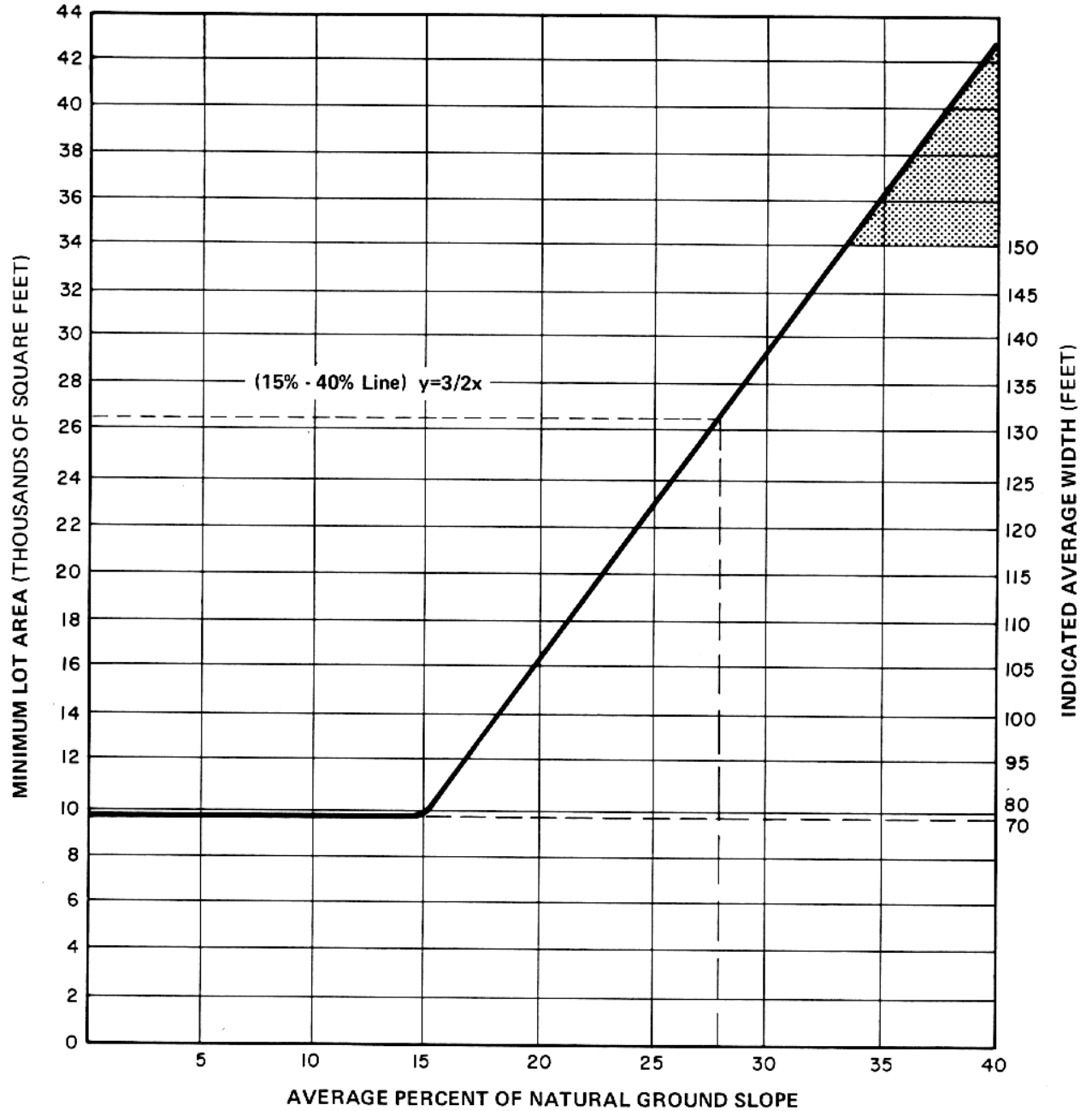
~~Minimum Pavement Composition shall be in accordance with the latest edition of the Fairfield County Roadway Design Manual.~~

TABLE IV: SUBDIVISION STREET CLASSIFICATION - Required Width in Feet

Subdivision Street Classification	ADT Range	Minimum Right-of-way Dedication (ft)		Minimum Pavement Width (ft)		Setback Requirements**	
		With Curb and Gutter	Without Curb and Gutter	With Curb and Gutter	Without Curb and Gutter	With Curb and Gutter	Without Curb and Gutter
Major Arterial	>6000	100	100	27 & 27	24 & 24	40	55
Minor Arterial	3,000-5,999	80	80	51	48	40	55
Collector	1,500-2,999	60	72	36	28	35	50
Local	1-1,499	50	60	28	24	35	40
Commercial - Industrial	-	72	72	36	28	35	50

TABLE V

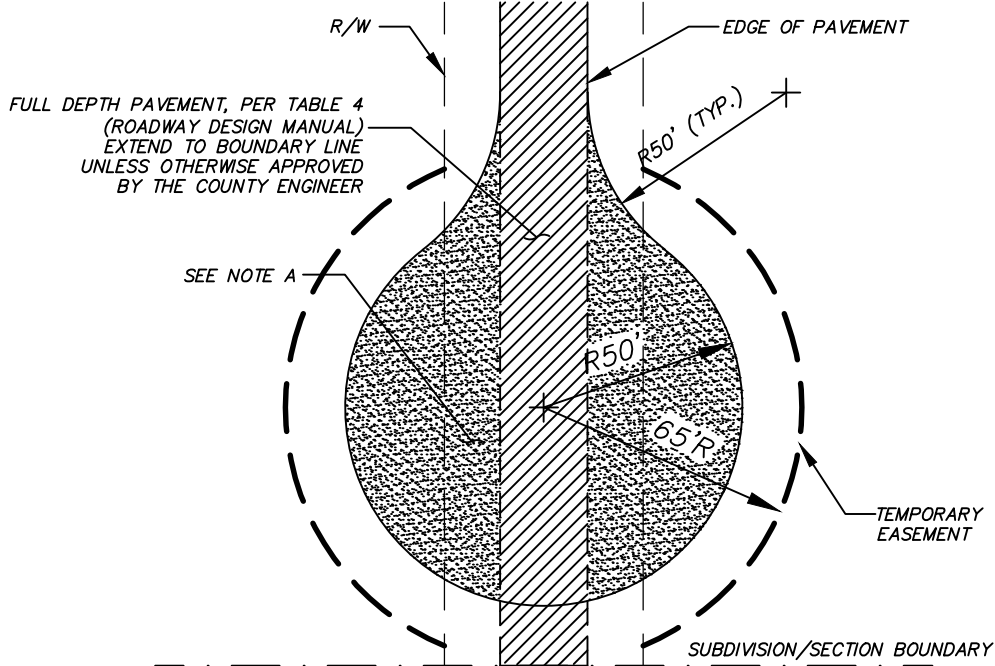
MINIMUM LOT SIZE REQUIREMENTS BASED ON SLOPE



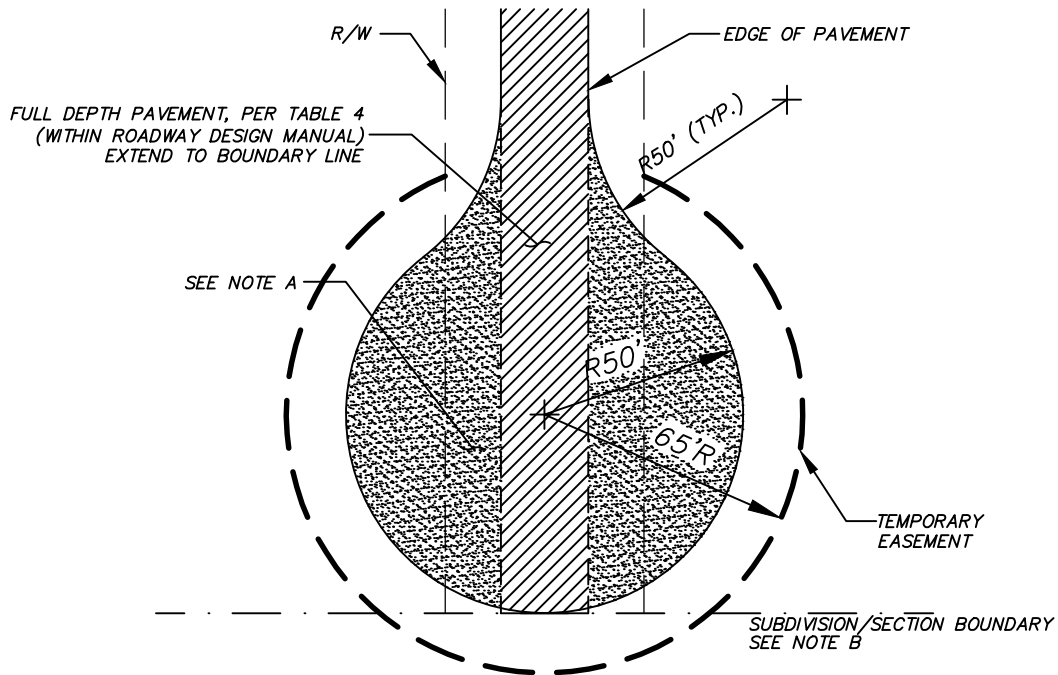
EXAMPLE: As indicated above, the minimum lot size for a single-family house on a lot with an average slope of 28 percent is 26,000 sq. ft. The minimum lot width is 130 feet. The resulting lot depth is 200 feet $\left(\frac{26,500}{130} = 200\right)$

FAIRFIELD COUNTY SUBDIVISION REGULATIONS

*TO BE USED IF ADJACENT LOT IS UNDER A DIFFERENT OWNERSHIP.



*TO BE USED IF ADJACENT LOT IS UNDER THE SAME OWNERSHIP,



-NOTE A: TEMPORARY CUL-DE-SAC - IF A PRELIMINARY PLAN HAS NOT BEEN APPROVED SHOWING THE FUTURE EXTENSION OF THE STREET, THE TURNAROUND SHALL BE CONSTRUCTED WITH THE SAME PAVEMENT BUILD UP AS SHOWN IN TABLE 4 (WITHIN THE ROADWAY DESIGN MANUAL). IF A PRELIMINARY PLAN HAS BEEN APPROVED SHOWING THE FUTURE EXTENSION OF SAID STREET, THE TURN AROUND MAY BE CONSTRUCTED WITH 6 INCHES OF ITEM 304 (ODOT CMS).

-PERMANENT CUL-DE-SAC SHALL BE PAVED ACCORDING TO TABLE 4 WITHIN ROADWAY DESIGN MANUAL.

TABLE VIII

RUNOFF COEFFICIENTS

RATIONAL METHOD

Rational Method Runoff Coefficients shall be in accordance with the latest edition of the Fairfield County Stormwater Design Manual.

TABLE IX

RUNOFF CURVE NUMBERS

Runoff Curve Numbers shall be in accordance with the latest edition of the Fairfield County Stormwater Design Manual.

EXHIBITS

Street sections and details shall be in accordance with the latest edition of the Fairfield County Roadway Design Manual.

14. APPENDIX B - ADMINISTRATION

14.1 PRELIMINARY PLAN SUBMISSION - DEADLINES AND REVIEW PERIOD

A preliminary plan shall be reviewed and acted upon by the Regional Planning Commission provided all applicable items for submission have been received by the Commission at least thirty (30) days prior to a regularly scheduled Regional Planning Commission meeting. Said meetings are generally held the first Tuesday of each month. A preliminary plan submitted at least twenty (20) days prior to a regularly scheduled Commission meeting may, at the sole discretion of the Director, be added to the agenda if completely processed prior to the meeting. A preliminary plan shall be acted upon by the Regional Planning Commission within sixty (60) days of the day it is officially filed or as required by the Ohio Revised Code, or the plan will be considered approved.

14.2 ITEMS REQUIRED FOR SUBMISSION.

The following items shall be submitted in the required quantity, together with the applicable filing fee and other items as may be necessary:

ITEM NUMBER	ITEM	NUMBER OF COPIES
1	Application	1
2	Private Covenants, if applicable	1
3	Vicinity Sketch	1
4	Storm Drainage Plan	5
5	ODNR Letter, if applicable	1
6	Dated and Completed Health Department Application, if applicable.	1
7	Soil Report and Supplemental Soil Map, if applicable.	2
8	Traffic Study, if applicable.	3
9	Preliminary Plan	20
10	Subdivision Fee	(See Section 3)
11	Preliminary Plat Checklist	20

It is recommended that the developer submit sketch plans and/or consult informally with the staff prior to submission of the preliminary plan for official review. If on-lot water and/or wastewater treatment systems are proposed, it is recommended that the developer consult the [Fairfield County Health Department](#) prior to submitting the preliminary plan.

14.3 PLAN REVIEW BY OFFICIALS.

Within three (3) working days after receiving the preliminary plan and accompanying items, the staff will refer one or more copies of the preliminary plan and other data as necessary to the following officials for their recommendations:

- A. County Engineer for review of plan and improvements.
- B. County Sanitary Engineer for review of sanitary sewer and water lines.
- C. **Fairfield County Health Department**, where involved, for review of on-site water supply and/or wastewater disposal.
- D. Local School District.
- E. Political Subdivision where located or adjacent too.
- F. State Highway Director, where applicable.
- G. Fairfield Soil and Water Conservation District for report on soils, drainage, and erosion and sediment control plans.
- H. Utility Companies for report on easements.
- I. Conservancy District, where applicable.

14.3.1 Review Report.

Within ~~a time limit, established by the staff, ten (10) business days, excluding Fairfield County observed holidays~~, after receiving the plan, each agency listed in Section ~~14.3 1-3~~ above, is requested to prepare and present to the staff a written report containing specific information concerning the plan. If an agency does not provide written comments within the time limit nor requests further review time, the preliminary plan will be considered acceptable to that agency.

14.4 SUBDIVISION REGULATIONS COMMITTEE REVIEW AND REPORT.

The Subdivision Regulations Committee, acting in its capacity of technical review committee on behalf of the RPC, shall review the plan prior to a regular RPC meeting. Said meeting shall normally be scheduled one week prior to a regularly scheduled meeting of the Commission. The staff, upon consultation with the Subdivision Regulations Committee, will prepare a report and recommendation on the plan to be presented to the Commission for their consideration.

14.5 APPROVAL POLICY.

14.5.1 In the case of a plan for which a favorable report and recommendation has not been received, the policy of the Commission shall be to take one of the following actions.

- A. To disapprove the plan on the basis of specific plan deficiencies or regulations which have not been met.
- B. To table the plan, upon the applicant's request, until deficiencies have been adequately addressed and all regulations and requirements have been satisfied. The preliminary plan, when re-submitted, shall be subject to the re-submittal fees listed in Appendix B, Section ~~14.11 – 14.18 3-0~~.

- C. To grant conditional plan approval which will constitute "approval in principle" where the Commission believes that the problems or deficiencies can be resolved. Such approval may consider the intent of the developer to resolve such problems. Such "approval in principle" will give the subdivider reasonable assurance that, after the specific problems have been resolved, the plan will be given favorable consideration.
- D. In acting on a preliminary plan, the Fairfield County Regional Planning Commission may concur with, reject, or modify a recommendation of the Subdivision Regulations Committee.

14.6 REVISIONS AND ADDITIONAL PRINTS.

After the preliminary plan is approved, the subdivider shall, if any changes have been required, submit five (5) corrected prints of the revised version to the Regional Planning Commission staff. If additional prints are not submitted, the final plat will not be processed.

14.7 FINAL PLAT SUBMISSION.

A final plat shall be acted upon by the Regional Planning Commission provided the following applicable items have been submitted thirty (30) days prior to a regularly scheduled Commission meeting. Required items for submission are as follows:

ITEM NUMBER	ITEM	NUMBER OF COPIES
1	Application	1
2	Improvement Plan	10
3	Recommended Erosion and Sedimentation Plan	10
4	Estimate of Cost	4
5	Final Plat	20
6	Subdivision Fee	(See Section 3)
7	Final Plat Checklist	20
8	Construction Drawing Checklist	10

A final plat submitted at least twenty (20) days prior to a regularly scheduled meeting of the Commission may be added to the agenda if completely processed prior to the meeting.

Improvement plans are encouraged to be submitted for comment and/or approval prior to submission of the official final plat. Seventy percent (70%) of the final plat fee shall be submitted at such time as the improvement plans are submitted if prior to final plat submission.

14.8 FINAL PLAT REVIEW.

The Regional Planning Commission's staff will distribute the necessary copies of the above items to the agencies involved. Agencies shall have ten (10) business days, excluding Fairfield County observed holidays, for final plat review once all required submittal items are received and distributed by the Regional Planning Commission. If an agency does not provide written comments within the time limit nor requests further review time, the final plat will be considered acceptable to that agency.

14.9 APPROVAL POLICY.

In case a final plat is submitted without favorable reports, the policy of the Commission shall be as follows:

- A. To deny the plat if favorable reports are not forthcoming in the opinion of the Commission.
- B. To table the plat, at the applicant's request, if favorable reports are anticipated. The final plat, when re-submitted, shall be subject to the re-submittal fees listed in Appendix B, Section ~~14.11 – 14.14~~ ~~3-0~~.
- C. To conditionally approve the plat if minor items which the subdivider clearly expresses a willingness to correct are the only problems.
- D. In acting on a final plat, the Fairfield County Regional Planning Commission may concur with, reject, or modify a recommendation of the Subdivision regulations Committee.

14.10 ITEMS REQUIRED PRIOR TO CERTIFICATION.

Development agreement, improvement assurances, and required inspection fees shall be received prior to certification of any final plat for recording.

14.11 SUBDIVISION FEES.

The following processing fees shall be paid to the Fairfield County Regional Planning Commission upon application for the approval of any subdivision.

14.11.1 Minor Subdivisions.

- A. Conventional Minor Subdivisions - \$125.
- B. Exempt Tract Processing - \$125.
- C. Reapproval of Minor Subdivisions - \$125.

14.11.2 Major Subdivisions - Conventional.

Residential Or Other Non-Commercial Or Industrial Subdivisions.

- A. Preliminary Plan - \$2,000 plus \$85 per lot.
- B. Final Plat - \$3,000 plus \$125 per lot.
- C. Replat – Type 1 \$3,000 – Type 2 \$1,500.
- D. Resubmission of utility drawings - \$250.

- E. Re-submission of a Tabled Preliminary Plan or Final Plat.
 - i. First Re-submission – No additional fee.
 - ii. Second Re-submission – 50 percent of the applicable preliminary plan or final plat flat fee.
 - iii. Third Re-submission – 100 percent of the applicable preliminary plan or final plat flat fee.
 - iv. Each re-submittal thereafter – 150 percent of the applicable preliminary plan or final plat flat fee.

14.11.3 Commercial and Industrial Subdivisions.

- A. Preliminary Plan - \$2,000 plus \$85 per acre.
- B. Final Plat - \$3,000 plus \$125 per acre.
- C. Replat – Type 1 \$3,000 – Type 2 \$1,500.
- D. Resubmission of utility drawings - \$250.
- E. Re-submission of a Tabled Preliminary Plan or Final Plat.
 - i. First Re-submission – No additional fee.
 - ii. Second Re-submission – 50 percent of the applicable preliminary plan or final plat flat fee.
 - iii. Third Re-submission – 100 percent of the applicable preliminary plan or final plat flat fee.
 - iv. Each re-submittal thereafter – 150 percent of the applicable preliminary plan or final plat flat fee.

14.14 PLANNED UNIT DEVELOPMENTS.

14.14.1 Residential.

- A. Preliminary Plan - \$2,000 plus \$85 per dwelling unit.
- B. Final Plat - \$3,000 plus \$125 per dwelling unit.
- C. Replat – Type 1 \$3, 000 – Type 2 \$1,500.
- D. Resubmission of utility drawings - \$250.
- E. Re-submission of a Tabled Preliminary Plan or Final Plat.
 - i. First Re-submission – No additional fee.
 - ii. Second Re-submission – 50 percent of the applicable preliminary plan or final plat flat fee.
 - iii. Third Re-submission – 100 percent of the applicable preliminary plan or final plat flat fee.

- iv. Each re-submittal thereafter – 150 percent of the applicable preliminary plan or final plat flat fee.

14.14.2 Commercial And Industrial.

- A. Preliminary Plan - \$2,000 plus \$85 per acre.
- B. Final Plat - \$3,000 plus \$125 per acre.
- C. Replat – Type 1 \$3,000 – Type 2 \$1,500
- D. Resubmission of utility drawings - \$250.
- E. Re-submission of a Tabled Preliminary Plan or Final Plat.
 - i. First Re-submission – No additional fee.
 - ii. Second Re-submission – 50 percent of the applicable preliminary plan or final plat flat fee.
 - iii. Third Re-submission – 100 percent of the applicable preliminary plan or final plat flat fee.
 - iv. Each re-submittal thereafter – 150 percent of the applicable preliminary plan or final plat flat fee.

14.14.3 Combined Use Development.

Combined Commercial, Industrial, and Residential Planned Unit Developments will pay a fee based on a combination of 3.3.1 and 3.3.2. However, the base fees will be applied only once for a combination.

14.15 EXTENSIONS.

14.15.1 Request for extension of Preliminary Plan approval - \$500.00.

14.15.2 Request for extension of Final Plat approval - \$300.00.

14.16 VARIANCES AND/OR APPEALS.

14.16.1 Request for minor subdivision variance - \$100.00.

14.16.2 Request for major subdivision variance - \$150.00.

14.16.3 Appeals - \$100.00.

14.17 RECREATION FEE.

14.17.1 Residential Subdivision - \$50.00 per lot.

14.17.2 Planned Unit Development - \$50.00 per dwelling unit.

14.17.3 Commercial or Industrial - \$100.00 per acre.

14.18 GENERAL.

All fees shall be made payable to the Fairfield County Regional Planning Commission for coordination and appropriate distribution.

14.18.1 INSPECTION FEE.

- A. The County Engineer's office shall collect five percent (5%) of the Engineer's cost of the total street and storm sewer improvements.
- B. The County Utilities Department shall collect five percent (5%) of the Engineer's cost of the total sanitary and water improvements **and one percent (1%) of the Engineer's cost estimate plan review fee, but not less than six hundred dollars (\$600.00).**
- C. The Fairfield Soil and Water Conservation District shall collect \$3,000 plus \$100 per lot (\$100 per acre for non-residential subdivisions) for the inspection of erosion control measures. ~~In addition, if the subdivision includes collector drains, the Fairfield Soil and Water Conservation District shall collect five percent (5%) of the Engineer's cost estimate for the collector drain improvements.~~
- D. The inspection fee shall cover the costs of items relating to inspection including, but not be limited to, contracting, inspection, and record keeping. Each inspecting agency shall charge five percent (5%) of what is expended for inspection as an administrative fee.

~~**14.19 STREET CLASSIFICATIONS.**~~

~~Streets shall be classified in accordance with the latest edition of the Fairfield County Roadway Design Manual.~~

~~**14.20 CLASSIFICATION OF STREETS OTHER THAN ARTERIAL.**~~

~~Streets shall be classified in accordance with the latest edition of the Fairfield County Roadway Design Manual.~~

14.19 DRAWING STANDARDS.**14.19.1 DRAWINGS.**

The construction drawings and plats shall be printed with india ink on substantial and distinct material from which clear and legible prints may be obtained. Freehand linear drawings should not be attempted. The finished drawings may be reproduced from an original mylar and shall conform with the following standards. A poorly drawn or illegible plan is sufficient cause for rejection.

14.19.2 LETTER STANDARDS.

- A. Location or index maps will have a minimum size of 1/16" lettering.
- B. Summary sheets, calculation sheets, quantity boxes and/or lists and general notes will have a minimum size of 5/32".
- C. All other lettering will be a minimum of 1/8".
- D. Lettering within lined areas, such as a quantity box, should at no time come in contact with any of these lines.
- E. Letters should be properly spaced so that a crowded condition does not exist.

14.19.3 LINE STANDARDS.

- A. "0" (Rapidograph pen size) is minimum and can only be used for dimension lines, X-hatching and index map.
- B. All other lines and lettering will be a minimum of "1" (Rapidograph pen size).
- C. All lines will be of uniform weight and density.
- D. 1/16" is the minimum distance between two or more adjacent lines, even though an out of scale condition might exist.
- E. X-hatching is one direction only.

14.19.4 GENERAL STANDARDS.

- A. No shading or coloring.
- B. Drawing background shall be light and uniform in color and the lines and lettering shall be dark and opaque to provide for optimum contrast.
- C. All lines and lettering will be on the face of the drawing material.

15. APPENDIX C - APPLICATION FORMS AND SAMPLE DOCUMENTS

15.1 APPLICATION FOR APPROVAL OF PRELIMINARY PLAN.

15.2 APPLICATION FOR APPROVAL OF FINAL PLAT.

15.2 APPLICATION FOR APPROVAL OF REPLAT.

APPLICATION FOR A MINOR SUBDIVISION APPROVAL
FAIRFIELD COUNTY, OHIO

DATE _____ Lot Split No. _____

The undersigned applies for minor subdivision approval under Title II of the Fairfield County Subdivision Regulations, and certifies all materials submitted with this application is true and correct.

Check appropriate box

Contact: _____ Forward to RPC
Organization: _____ Contact after review
Address: _____ Hold in Map Room

Phone: _____

Minor Subdivision approval may be granted only under the following conditions:

1. The proposed subdivision is along an existing public road and involves no openings, widening or extension of any street or easements of access.
2. No more than 5 lots are involved after the original parcel has been completely subdivided.
3. The subdivision is not contrary to applicable platting, subdividing, or zoning regulations.
4. The property has been surveyed and a drawing based on the survey and a legal description is submitted.
5. Approval is granted, where applicable, by the agencies listed below.

Map Room Use Only

FAIRFIELD COUNTY MAP ROOM

DATE RECEIVED _____ ACTION: TO RPC _____ SURVEY NO. _____

TOWNSHIP _____, T _____, R _____, SECTION _____, NE ___ SE ___ SW ___ NW ___

TRACT BEING TRANSFERRED _____ ACRES

_____ FEET FRONTAGE ON _____ ROAD

OUT OF A TRACT OF _____ ACRES / PARCEL NO. _____

REMAINING ACREAGE _____ REMAINING ROAD FRONTAGE _____

SIGNATURE: _____

FAIRFIELD COUNTY HEALTH DEPARTMENT

DATE RECEIVED: _____ ACTION: _____ Permit No. _____

COMMENTS: _____

TITLE _____ SIGNATURE _____

COUNTY ENGINEER

DATE RECEIVED: _____ ACTION: _____

COMMENTS: _____

TITLE _____ SIGNATURE _____

TOWNSHIP ZONING INSPECTOR

DATE RECEIVED: _____ ACTION: _____

COMMENTS: _____

TITLE _____ SIGNATURE _____

SEWER/WATER DISTRICT WITH AUTHORITY

DATE RECEIVED: _____ ACTION: _____

COMMENTS: _____

TITLE _____ SIGNATURE _____

FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION

DATE RECEIVED: _____ ACTION: _____ FEE: _____

COMMENTS: _____

TITLE _____ SIGNATURE _____

Note: This form along with data submitted with it shall be retained by the Regional Planning Commission upon their final action.

APPLICATION FOR APPROVAL OF PRELIMINARY PLAN
FAIRFIELD COUNTY, OHIO

Date _____

1. Name of Applicant _____
Address _____
Phone _____

2. Name of Surveyor _____
Contact Person _____
Address _____
Phone _____

3. Name of Engineer _____
Contact Person _____
Address _____
Phone _____

4. Name of Subdivision _____

5. Location: Section _____ Township No. _____
 Range _____ Township _____

6. Subdivision Plan
Type of Development (Commercial/Residential) _____
Number of Residential Lots _____
Typical Lot Width and Depth _____
Total Area (acres) _____
Industrial Area (acres) _____
Business Area (acres) _____
Park Area (acres) _____
Other (acres) _____

7. Present Zoning District _____
Proposed Zoning District _____

8. Do you propose deed restrictions? Yes _____ No _____

9. What type of sewage disposal do you propose? _____

10. List of materials submitted with this application:

	<u>Number</u>
A. Health Department Soil Tests	_____
B. Private Covenants	_____
C. Vicinity Sketch	_____
D. Preliminary Storm Drainage Plan	_____
E. Health Department Approval	_____
F. Preliminary Plan	_____
G. Fee	\$ _____
H. Other Materials	_____

I recognize the fact that Section 711.10 of the Ohio Revised Code provides that “the approval of the planning commission or the refusal to approve shall be endorsed on the plat within thirty days after the submission of the plat for approval, or within such further time as the applying party may agree to”.

In relation to the above, I find it in my best interest to consider this Preliminary Plan submission as pre-submission guidance rather than the submission of a plat. I further agree that the thirty day approval period shall not commence until after consideration of the Preliminary Plan by the Regional Planning Commission and submission of the Final Plat based upon the approved Preliminary Plan.

Applicant

Surveyor or Engineer

FOR RPC ADMINISTRATION

Date Received _____

Date of Meeting to be Considered at _____

Action by Planning Commission _____

APPLICATION FOR APPROVAL OF FINAL PLAT
FAIRFIELD COUNTY, OHIO

1. Name of Applicant _____
Address _____
Phone _____
2. Name of Surveyor _____
Contact Person _____
Address _____
Phone _____
3. Name of Engineer _____
Contact Person _____
Address _____
Phone _____
4. Name of Subdivision _____
5. Date Preliminary Plan Approved _____
6. Revised Preliminary Plan Submitted? Yes _____ No _____
(Must be submitted before action on final plat.)
7. Number of Residential Lots within the Preliminary Plan _____
Number of Residential Lots within the Approved Final Plat _____
8. Subdivision Plat:
A. Total Area _____
B. Area in Lots _____
C. Area in Streets _____
D. Lineal Feet of Streets _____
E. Area Dedicated for Public _____
9. List other materials submitted:
A. Improvement Plan _____
 (1) Construction Drawing _____
 (2) Erosion and Sedimentation Plans _____
B. Metes and Bounds Description _____
C. Final Plat _____
D. Development Agreement _____
E. Improvement Assurance _____
F. Cost Estimate _____
G. Inspection Fee \$ _____
H. Subdivision Fee \$ _____

FOR RPC ADMINISTRATION

Date Received _____
Date of Meeting to considered at _____
Action of Planning Commission _____

APPLICATION FOR APPROVAL OF REPLAT
FAIRFIELD COUNTY, OHIO

1. Name of Applicant (Property Owner) _____
Address _____
Email & Phone _____
2. Name of Surveyor (Company) _____
Contact Person _____
Address _____
Email & Phone _____
3. Name of Engineer (Company) _____
Contact Person _____
Address _____
Email & Phone _____
4. Name of Subdivision on the recorded plat _____
7. Type of Replat (See [Section 3.5](#)) Type 1 Type 2
8. Replat Information:
 - a. Total Area (Acreage) _____
 - b. Number of new lots to be created _____
 - c. Area in New Streets _____
 - d. Lineal Feet of New Streets _____
 - e. Lineal Feet of New Water/Sewer Infrastructure _____
 - f. Type of Easements to be created or removed _____
 - g. Lineal Feet of Right-of-Way Dedication (if applicable) _____
9. List other materials submitted:
 - a. Replat _____
 - b. Improvement Plans (if applicable) _____
 - c. Cost Estimate _____
 - d. Subdivision Fee \$ _____

FOR RPC ADMINISTRATION

Date Received _____
Date of Meeting to considered at _____

Action of Planning Commission _____

Signature Page

Resolution No. 2024-12.03.yy

A Resolution to Approve and Adopt Revisions to the Fairfield County Subdivision Regulations

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the purchase of three (3) unmarked vehicles from Greve Chrysler Jeep Dodge following a competitive invitation to bid process

WHEREAS, the Fairfield County Sheriff's Office is requesting the Board of Commissioners' approval to purchase three (3) Dodge Durangos from Greve Chrysler Jeep Dodge 756 W. Ervin Road Van Wert, Ohio 45891; and

WHEREAS, the purpose of the vehicles is for use by the Fairfield County Sheriff's Office in its daily operations; and

WHEREAS, the Fairfield County Sheriff's Office released an Invitation to Bid with no vendor responses received that were comparable to the State of Ohio, Department of Administrative Services (DAS) process; and

WHEREAS, three (3) Dodge Durangos are available through Greve Chrysler Jeep Dodge for \$43,675.00 for two (includes paint upcharge), and 43,280.00 for one (not including paint upcharge), including delivery; and

WHEREAS, the total cost for the three (3) vehicles including delivery will be 130,630.00.

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

Section 1. That the Board of Commissioners approves the purchase of three (3) Dodge Durangos for \$130,630.00.

Prepared by: Mendi Rarey / James Nicolia

cc: Sheriff's Office
Commissioners' Office

Carri L. Brown, PhD, MBA, CGFM

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 001

Purchase Order

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24007877 - 01**

Delivery must be made within doors of specified destination

Expiration Date: 12/15/2025

B
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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

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GREVE CHRYSLER JEEP DODGE OF
VAN WERT
756 W ERVIN RD
VAN WERT, OH 45891

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		8727	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/25/2024	5358	11/22/2024		SHERIFF-ADMIN

NOTES

PO Requisitioner Name : Mendi Kay Rarey
E mail Address : mendi.rarey@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: (3)2025 DODGE DURANGO UNMARKED 41,973.00E (3)PATROL OPTIONS 1150.00E (2)PAINT UPCHARGE 395.00E (3)DELIVERY FEE 157.00E GL Account: 23100101 - 574200	1.0	EACH	\$130,630.00	\$130,630.00
					\$130,630.00

GL SUMMARY	
23100101 - 574200	\$130,630.00

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$130,630.00 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: 11/25/2024


Auditor Fairfield County, OH

Purchase Order Total **\$130,630.00**

For Department Use ONLY

Fairfield County Sheriff's Office

Alex Lape, Sheriff



Memorandum

TO: Sheriff Alex Lape

CC: CD Jared Collins; Capt. Jason Hodder

FROM: James Nicolia

DATE: 11/22/2024

RE: Purchase of seven (7) 2025 Marked Vehicles and three (3) 2025 Unmarked Vehicles

As in years past, due to the amount of driving and wear & tear, the Patrol vehicles are subjected to daily, it is necessary to replace the frontline vehicles. Therefore; I am recommending that the County purchase seven (7) vehicles to replenish our fleet.

The Administration and Detective Bureaus are also in need of replacement vehicles, as there are fewer unmarked vehicles available for fleet and administrative use. Therefore; I am recommending that the County purchase three (3) unmarked vehicles to help replenish our fleet.

I have researched the various Ohio DAS contracts, and here are my findings.

Montrouse Ford was awarded the DAS contract for the Ford Police Interceptor Utility. The base price is \$44,000.00 for the V6 AWD model, not including any options. With our standard options, the vehicles would be approaching \$46,000 each.

Greve Chrysler was awarded the DAS contract for the Dodge Durango Pursuit Sport Utility. The base price is \$41,973 for the V6 AWD model. With options, the total is \$42,730 for a marked cruiser and \$43,675 for an Administrative vehicle.

Over the past years, we have been purchasing the Ford Police Interceptor Utility and have been experiencing some maintenance issues with the Fords. After much discussion with CD Collins, Captain Hodder, and Lieutenant Walker, we feel that it would be fiscally prudent to explore other options at this time and purchasing the Dodges will save us roughly \$35,000 over the Fords.

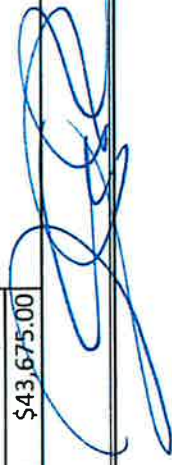
We do have carryover funding this year for next year's vehicle purchases, therefore, it is imperative that we obtain authorization and purchase orders for next years' purchase prior to the close of business on December 04, 2024.

Respectfully,

A handwritten signature in blue ink, appearing to read "James E. Nicolia", is written over a blue scribbled line.

James E. Nicolia

TO SERVE AND PROTECT
221 East Main Street; Lancaster, Ohio 43130
PHONE: 740-652-7900 - 1-800-808-5223

Customer	Reference Number	Revision Level	Sales Representative Name	Curt Gipe
Labor And Materials Section:				
How Are We Getting Customer Equipment?				
<u>Radio #1</u> Please Mark Yes Or No	<u>Radio #2</u> Please Mark Yes Or No	<u>Radio #3</u> Please Mark Yes Or No		
<u>Scanner</u> Please Mark Yes Or No	<u>Repeater</u> Please Mark Yes Or No	<u>Preemption</u> Please Mark Yes Or No		
<u>Camera System</u> Please Mark Yes Or No	<u>Single Antenna Radar</u> Please Mark Yes Or No	<u>Dual Antenna Radar</u> Please Mark Yes Or No		
<u>Computer System</u> Please Mark Yes Or No	<u>Computer Power Supply</u> Please Mark Yes Or No	<u>Modem With Antenna</u> Please Mark Yes Or No		
<u>Printer</u> Please Mark Yes Or No	<u>Flashlight</u> Please Mark Yes Or No	<u>Miscellaneous</u> Please Mark Yes Or No		
<u>Comments</u>	<u>Notes Section:</u>			
<u>Special Quote</u>	<u>QTY</u> 1	<u>Installation Per Unit</u>	<u>SubTotal</u>	\$43,675.00
<input type="checkbox"/> Split Bill Between SFL/Greve/ECT With SEP	<input type="checkbox"/> Check if Actual Shipping is to be Charged	<u>Installation</u>	<u>Shipping</u>	\$-
<input type="checkbox"/> Equipment To Be Shipped Loose		<u>Tax Rate</u>	<u>Total</u>	\$-
<u>Color Of Vehicle:</u> Destroyer Grey	<u>Customer Signature:</u> 			

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Ervin Chrysler Jeep Dodge of Van Wert

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
738 W. Ervin Rd.

City, state, and ZIP code
Van Wert, Ohio 45891

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, this is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

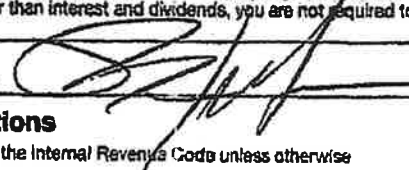
Employer identification number									
3	4	-	1	5	0	8	4	1	5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: Signature of U.S. person ▶  Date ▶ **2/14/22**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effective connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



FAIRFIELD COUNTY SHERIFF'S OFFICE

ROUTING SHEET FOR CORRESPONDENCE

Alex Lape, Sheriff



Subject: 2025 Sheriff's Office Fleet Purchase

Originator: James E Nicolia Assignment: Fleet Management Date: 11/22/2024

Forward To: Capt. Jason Hodder Assignment: Admin

Remarks: Reviewed & recommend approval

Signature: Capt. JAH Date Received: 11-22-24 Forwarded: 11-22-24

Forward To: CD Collins Assignment: Admin

Remarks: Recommend APPROVAL

Signature: BL Date Received: _____ Forwarded: _____

Forward To: SHERIFF Assignment: _____

Remarks: _____

Signature: _____ Date Received: _____ Forwarded: _____

Forward To: _____ Assignment: _____

Remarks: _____

Signature: _____ Date Received: _____ Forwarded: _____

Final Disposition: _____

Originating Person Advised By: _____ Date: _____

Check if the reverse side has been used for additional remarks.

Signature Page

Resolution No. 2024-12.03.zz

A Resolution to Approve the Purchase of Three (3) Unmarked Vehicles from Greve Chrysler Jeep Dodge Following a Competitive Invitation to Bid Process

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the purchase of seven (7) marked vehicles from Greve Chrysler Jeep Dodge following a competitive invitation to bid process

WHEREAS, the Fairfield County Sheriff's Office is requesting the Board of Commissioners' approval to purchase seven (7) Dodge Durangos from Greve Chrysler Jeep Dodge 756 W. Ervin Road Van Wert, Ohio 45891; and

WHEREAS, the purpose of the vehicles is for use by the Fairfield County Sheriff's Office in its daily operations; and

WHEREAS, the Fairfield County Sheriff's Office released an Invitation to Bid with no vendor responses received that were comparable to the State of Ohio, Department of Administrative Services (DAS) process; and

WHEREAS, seven (7) Dodge Durangos are available through Greve Chrysler Jeep Dodge for \$42,730.00 each, including delivery; and

WHEREAS, the total cost for the seven (7) vehicles including delivery will be \$299,110.00

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

Section 1. That the Board of Commissioners approves the purchase of seven (7) Dodge Durangos for \$299,110.00.

Prepared by: Mendi Rarey / James Nicolia

cc: Sheriff's Office
Commissioners' Office

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 # 24007876 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

BILL TO

FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

Revisions: 000

VENDOR

GREVE CHRYSLER JEEP DODGE OF
VAN WERT
756 W ERVIN RD
VAN WERT, OH 45891

SHIP TO

FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

Table with 4 columns: VENDOR PHONE NUMBER, VENDOR FAX NUMBER, REQUISITION NUMBER, DELIVERY REFERENCE

Table with 5 columns: DATE ORDERED, VENDOR NUMBER, DATE REQUIRED, FREIGHT METHOD/TERMS, DEPARTMENT/LOCATION

Table with 1 column: NOTES

PO Requisitioner Name : Mendi Kay Rarey
E mail Address : mendi.rarey@fairfieldcountyohio.gov

Table with 6 columns: ITEM #, DESCRIPTION / PART #, QTY, UOM, UNIT PRICE, EXTENDED PRICE

Table with 2 columns: GL SUMMARY, Amount

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$299,110.00 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: 11/25/2024

Signature of Carri L. Brown
Auditor Fairfield County, OH

Purchase Order Total \$299,110.00

For Department Use ONLY

Fairfield County Sheriff's Office

Alex Lape, Sheriff



Memorandum

TO: Sheriff Alex Lape

CC: CD Jared Collins; Capt. Jason Hodder

FROM: James Nicolia

DATE: 11/22/2024

RE: Purchase of seven (7) 2025 Marked Vehicles and three (3) 2025 Unmarked Vehicles

As in years past, due to the amount of driving and wear & tear, the Patrol vehicles are subjected to daily, it is necessary to replace the frontline vehicles. Therefore; I am recommending that the County purchase seven (7) vehicles to replenish our fleet.

The Administration and Detective Bureaus are also in need of replacement vehicles, as there are fewer unmarked vehicles available for fleet and administrative use. Therefore; I am recommending that the County purchase three (3) unmarked vehicles to help replenish our fleet.

I have researched the various Ohio DAS contracts, and here are my findings.

Montrouse Ford was awarded the DAS contract for the Ford Police Interceptor Utility. The base price is \$44,000.00 for the V6 AWD model, not including any options. With our standard options, the vehicles would be approaching \$46,000 each.

Greve Chrysler was awarded the DAS contract for the Dodge Durango Pursuit Sport Utility. The base price is \$41,973 for the V6 AWD model. With options, the total is \$42,730 for a marked cruiser and \$43,675 for an Administrative vehicle.

Over the past years, we have been purchasing the Ford Police Interceptor Utility and have been experiencing some maintenance issues with the Fords. After much discussion with CD Collins, Captain Hodder, and Lieutenant Walker, we feel that it would be fiscally prudent to explore other options at this time and purchasing the Dodges will save us roughly \$35,000 over the Fords.

We do have carryover funding this year for next year's vehicle purchases, therefore, it is imperative that we obtain authorization and purchase orders for next years' purchase prior to the close of business on December 04, 2024.

Respectfully,


James E. Nicolia

TO SERVE AND PROTECT

221 East Main Street; Lancaster, Ohio 43130

PHONE: 740-652-7900 - 1-800-808-5223

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
Steve Chrysler Jeep Dodge of Van Wert

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate

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

Other (see Instructions) ▶ _____

Address (number, street, and apt. or suite no.)
736 W. Ervin Rd.

City, state, and ZIP code
Van Wert, Ohio 45881

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
3	4		1	5	0	8	4	1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 2/14/22

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim an exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effective connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

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- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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FAIRFIELD COUNTY SHERIFF'S OFFICE

ROUTING SHEET FOR CORRESPONDENCE

Alex Lape, Sheriff



Subject: 2025 Sheriff's Office Fleet Purchase

Originator: James E Nicolia Assignment: Fleet Management Date: 11/22/2024

Forward To: Capt. Jason Hodder Assignment: Admin

Remarks: Reviewed & recommend approval

Signature: Capt. JAH Date Received: 11-22-24 Forwarded: 11-22-24

Forward To: CD Collins Assignment: Admin

Remarks: Recommend APPROVAL

Signature: [Signature] Date Received: _____ Forwarded: _____

Forward To: Sheriff Assignment: _____

Remarks: _____

Signature: _____ Date Received: _____ Forwarded: _____

Forward To: _____ Assignment: _____

Remarks: _____

Signature: _____ Date Received: _____ Forwarded: _____

Final Disposition: _____

Originating Person Advised By: _____ Date: _____

Check if the reverse side has been used for additional remarks.

Signature Page

Resolution No. 2024-12.03.aaa

A Resolution to Approve the Purchase of Seven (7) Marked Vehicles from Greve
Chrysler Jeep Dodge Following a Competitive Invitation to Bid Process

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to request for appropriations for receipts for 2021 Drug Law Enforcement Grant 7830 (8288)

WHEREAS, the Major Crimes Unit received additional grant funds for the 2021 Drug Law Enforcement Grant 7830 (8288); and

WHEREAS, funds total amount of \$24,783.16; and

WHEREAS, monies are being reimbursed for grant approved purchases.

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

SECTION 1. Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of:

\$24,783.16 78783013 Contract Services

Prepared by: Christy Noland
cc: EMA

A resolution to request for appropriations for receipts for 2021 Drug Law Enforcement Grant 7830 (8288)

For Auditor's Office Use Only:

Section 1. 78783013 530000 Contract Services \$24,783.16

Section 2. Issue an Amended Certificate in the amount \$24,783.16 to credit of 7830 (8288).

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 78783013 433400 State Grants in the amount of \$24,783.16.

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2024-12.03.bbb

A resolution to request for appropriations for receipts for 2021 Drug Law Enforcement Grant 7830 (8288)

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of repayment of an advance to the General Fund from MCU 7830 MCU Drug Law Enforcement Grant.

WHEREAS, the MCU 7830 (8312) MCU Drug Law enforcement Grant 2023/2024 fund received a cash advance on Resolution 2024-04.30.t of \$58,667.54; and

WHEREAS, the monies have been collected and deposited to make a final repayment to the General Fund;

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 repay the following advance of \$58,667.54:

FROM: 8312 090001 MCU Drug Law Enforcement

TO: 1001 223000 General Fund Advances In

Prepared by: Christy Noland
cc: Christina Foster, Commissioners

Signature Page

Resolution No. 2024-12.03.ccc

A resolution authorizing the approval of repayment of an advance to the General Fund from MCU 7830 MCU Drug Law Enforcement Grant.

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing an account to account transfer for MCU Fund 7829 (Subfund 8353) Justice Assistance Grant 23

WHEREAS, appropriations are needed to cover expenses for 2024; and

WHEREAS, an account to account transfer will allow for proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$5,000.00. is hereby authorized as follows:

FROM: 78782924 Contract Services
TO: 78782924 Salaries

Section 2. That the transfer of appropriations in the amount of \$1,480.00. is hereby authorized as follows:

FROM: 78782924 Contract Services
TO: 78782924 Fringe Benefits

Prepared by: Christy Noland
cc: EMA

**A resolution authorizing an account to account transfer for MCU
Fund 7829 (Subfund 8353) Justice Assistance Grant 23**

Auditor Only

Section 1. That the transfer of appropriations in the amount of \$5,000.00.
is hereby authorized as follows:

FROM: 78782924 553000 Communications
TO: 78782924 511010 Salaries

Section 2. That the transfer of appropriations in the amount of \$1,480.00.
is hereby authorized as follows:

\$480.00
FROM: 78782924 558000 Travel Reimbursement
TO: 78782924 522000 Medicare

\$1,000.00
FROM: 78782924 558000 Travel Reimbursement
TO: 78782924 523000 OPERS

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2024-12.03.ddd

A resolution authorizing an account to account transfer for MCU Fund 7829
(Subfund 8353) Justice Assistance Grant 23

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Country Lane Gardens

WHEREAS, Fairfield County Public Transit is requesting the Board of Commissioners approval of a service agreement with Country Lane Gardens, 7820 Pleasantville Rd NE, Thornville Ohio, 43076; and

WHEREAS, the purpose of the service agreement is to provide transportation services for Country Lane Gardens; and

WHEREAS, this agreement shall be effective January 1st, 2025 through December 31st, 2026

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached service agreement with The Country Lane Gardens.

Prepared by: Courtney Martin
cc: Aaron Kennedy

SERVICE AGREEMENT

Fairfield County Transit
and
Country Lane Gardens

This Service Agreement (“Agreement”) is entered into by and between the Fairfield County Transit (“The Link”) and Country Lane Gardens (“Agency”).

WHEREAS, The Link is a public transit agency that agrees to provide transportation for Agency subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agency agrees to purchase said services from The Link according to the following terms and conditions set forth in this Agreement;

NOW THEREFORE, The Link and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by The Link during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4 pm. The Link is closed on New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by The Link at a rate of \$18.00 per trip. This rate shall apply to each round trip (base to base).
3. **AUTHORIZATION.** The Agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to The Link. The Agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this Agreement.
5. **The Link GUARANTEE.** The Link guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** The Link will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual’s mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the Agency will either:
 - A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

B) Provide The Link with written authorization from the parent(s) or guardian of the individual providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the individual upon drop off at a residence.

In addition, the Agency will provide The Link with a contact name and phone number at the location.

- 8. RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify The Link dispatcher at least one hour before the scheduled pick-up time. If a cancellation is not received at least one hour in advance, the ride will be considered a "late cancellation" and will be billed to the Agency at a rate of \$18.00. The Link operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.
- 9. NO-SHOW RIDES.** If the The Link arrives at a designated location to pick-up an individual and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be billed at the regular rate of \$18.00 per trip.

The Link will call the Agency to report that the individual was not available for pick-up as scheduled.

- 10. INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:

- | | |
|-----------------------|--|
| A) Smoking | D) Consumption of alcoholic beverages |
| B) Expectorating | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment |
| | G) Concealed Weapons |

The Link reserves the right to deny service permanently or temporarily or to remove any individual who engages in any of these behaviors. If an individual has been denied service because of behavior at pick-up point, the Agency will be notified immediately. The individual will not be transported until reauthorized in writing by the Agency.

- 11. BILLING.** The Link will, within five (5) working days of the end of each month, submit an invoice to the Agency. Payment is due within thirty (30) days of statement date.

12. INDEMNITY AND LIABILITY INSURANCE.

No Indemnity: The Link and Agency understand and agree that each party to this Agreement shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials,

officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Agreement. Each party shall be individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Agreement. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

Insurance: The Link shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

13. CIVIL RIGHTS. The Link and the Agency agree that, as a condition to this Agreement, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that The Link will comply with all appropriate federal and state laws regarding such discrimination.

14. ASSIGNMENT. Agency agrees that The Link shall have the ability to assign this Agreement to a successor in interest upon the same terms and conditions included herein in its sole discretion.

15. TERM. This Agreement takes effect on January 1, 2025 and terminates on December 31, 2025. Either party can terminate this Agreement with thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the _____ day of November 2024, by their respective authorized officials.

Fairfield County Transit

Country Lane Gardens

Aaron Kennedy,

_____,

Fairfield County Transit Administrator

Country Lane Gardens

Administrative Office:
746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Title: _____
Billing Address:

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): Transit Services Contract
- 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 18th day of November, 2024.

Courtney H. Adams Administrative Assistant
Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Country Lane Gardens

(Fairfield County Transit)

Approved as to form on 11/18/2024 2:33:48 PM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-12.03.eee

A Resolution Authorizing the Approval of a Service Agreement by/between Fairfield County Public Transit and Country Lane Gardens

(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 to approve an Agreement for Deposit of Public Funds between Park National Bank, a national banking association and the Fairfield County Treasurer

WHEREAS, The Treasurer proposes agreement between Park National Bank, a national banking association and the Fairfield County Treasurer for the deposit of public funds, as set forth in R.C. 135.33; and

WHEREAS, The Treasurer completed the bidding process with qualified financial institutions; and

WHEREAS, the Prosecutor has approved the purchase agreement as to form,

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

Section 1. That the Fairfield County Commissioners approve the attached agreement with Park National Bank and authorize the Commissioners to sign the agreement.

Prepared by: Jennifer Effinger
cc: Treasurer



Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this "Agreement") is made as of the date executed by and between **Park National Bank**, a national banking association (the "Financial Institution"), and

Fairfield County (the "Customer").

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Deposits. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public

depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.

"Collateral Program" shall mean IC 5-13-13.

"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.

"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.

"Collateral Program" shall mean KRS 41.240.

"Security Provisions" shall mean KRS 41.240(4).

"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.

"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.

"Security Provisions" shall mean NCAC Section 20, 07.0200.

"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.

"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.

"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).

"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).

"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.

"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.

"Security Provisions" shall mean TC Section 9-4-504.

"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$50,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): Designating County Depositories. ORC 135.33
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 2. Obtained 3 quotes for purchases under \$50,000
 3. Purchase Order is included with Agreement

Signed this 25th day of November, 2024.

Jennifer E Ringer, Fiscal Specialist
Name and Title

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

Section 135.33 | Designating county depositories every four years.

Ohio Revised Code / Title 1 State Government / Chapter 135 Uniform Depository Act

Effective: June 15, 2000 Latest Legislation: House Bill 473 - 123rd General Assembly

(A) The board of county commissioners shall meet every four years in the month next preceding the date of the expiration of its current period of designation for the purpose of designating its public depositories of active moneys for the next succeeding four-year period commencing on the date of expiration of the preceding period.

At least sixty days before the meeting, the county treasurer shall submit to the board an estimate of the aggregate amount of public moneys that might be available for deposit as active moneys at any one time during the next four-year period. Upon receipt of such estimate, the board shall immediately notify all eligible institutions that might desire to be designated as such public depositories of the date on which the designation is to be made; the amount that has been estimated to be available for deposit; and the date fixed as the last date on which applications may be submitted, that shall not be more than thirty days or less than ten days prior to the date set for the meeting designating public depositories.

(B) Any eligible institution described in division (A) of section [135.32](#) of the Revised Code that has an office located within the territorial limits of the county is eligible to become a public depository of the active moneys of the county. Each eligible institution desiring to be a public depository of such active moneys shall, not more than thirty days or less than ten days prior to the date fixed by this section, make application therefor in writing to the board of county commissioners. The application may specify the maximum amount of such public moneys that the applicant desires to receive and have on deposit at any time during the period covered by the designation. Each application shall be accompanied by a financial statement of the applicant, under oath of its cashier, treasurer, or other officer as of the date of its latest report to the superintendent of banks or comptroller of the currency, and

adjusted to show any changes therein prior to the date of the application, that shall include a statement of its public and nonpublic deposits.

(C) The board of county commissioners, upon recommendation of the treasurer, shall designate, by resolution, one or more eligible institutions as public depositories for active moneys. In case the aggregate amount of active moneys applied for by institutions within the county is less than the amount estimated to be available for deposit, the board may designate as a public depository one or more eligible institutions that are conveniently located. The original resolution of designation shall be certified to the treasurer and any institution designated as a public depository.

(D) No service charge shall be made against any deposit of active moneys, or collected or paid, unless such service charge is the same as is customarily imposed by institutions receiving money on deposit subject to check, in which event the charge may be paid.

(E) Notwithstanding division (C) of this section, the board of county commissioners may authorize, by resolution, the treasurer to deposit money necessary to pay the principal and interest on bonds and notes, and any fees incident thereto, in any bank within this state.

Moneys so deposited shall be transferred by the treasurer according to the terms of the agreement with the bank but shall remain as public moneys until such time as they are actually paid out by the bank. Until such time as payments become due and payable on such principal or interest, the bank shall invest any moneys in the account in interest-bearing obligations at the highest, reasonable rate of interest obtainable.

So long as moneys remain in the account, the bank shall deliver to the treasurer, at the end of each month, a statement showing an accounting of all activities in the account during the preceding month including, but not limited to, all payments made, all interest earned, and the beginning and ending balances, together with any coupons redeemed since the preceding statement was issued.

Available Versions of this Section

June 15, 2000 – House Bill 473 - 123rd General Assembly

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Agreement for Deposit of Public Funds between Park National Bank, a national banking association and the Fairfield County Treasurer

(Fairfield County Treasurer)

Approved as to form on 11/26/2024 11:30:19 AM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-12.03.fff

A Resolution to Approve an Agreement for the Deposit of Public Funds between Park National Bank, a National Banking Association, and the Fairfield County Treasurer

(Fairfield County Treasurer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.ggg

A resolution authorizing the approval of an agreement between Braun Holdings Pickerington LLC, and the Board of Commissioners of Fairfield County, Ohio.

WHEREAS, Braun Holding Pickerington LLC, wishes to develop 150 lots in the Sycamore Springs Development, in the City of Pickerington, submitted an agreement for utilizing Fairfield County Water and Sewer systems; and

WHEREAS, this agreement shall take effect upon execution of it by all parties;

WHEREAS, the Prosecutor's Office has approved agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement between Braun Holding Pickerington LLC, and the Fairfield County Commissioners.

Prepared by: Josh Anders
cc: Commissioner's Office & Utilities Office

DEVELOPMENT AGREEMENT
(Sanitary Sewer and Waterline Only)

This Agreement entered into this _____ day of November 2024, by and between Braun Holdings Pickerington, LLC, an Ohio limited liability company (hereinafter called the "Owner") and the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

WITNESS WHEREAS, the Owner wishes to develop 150 lots in the Sycamore Springs Phase 1 & 2 on approximately 75.9 acres in the City of Pickerington (hereinafter called the "Project") utilizing Fairfield County Utilities Water and Sewer systems, and

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner and the County, in consideration of the mutual covenants set forth herein, agree that:

I. OWNER RESPONSIBILITIES: The Owner will:

- 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
- 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing real estate, engineering, construction, fees and deposits.
- 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
 - a. Water, sanitary sewer, and other improvements all as shown on the County Standard Water and Sewer Drawings and required for this project;
 - b. Monuments, stakes and all survey control required;
 - c. All other improvements shown on the construction drawings as approved by the County and Owner. (Such as grading and seeding).
- 1.4 Await the County's approval of the construction drawings, specifications, fees, and material submittals before beginning any construction work.
- 1.5 Pay plan review fee of 1% of the cost of the total water and sewer improvements for the entire development (\$26,064.75). Inspection fees of 5% of the total cost of the water and sewer costs may be paid per Phase or Section line (\$130,323.75 (Phase 1 - \$72,119.75, Phase 2 - \$58,204.00)).

1.6 Developer agrees to connect the waterline improvements to Pickerington Road with Phase 2 for dual feeds to the Project. If turn lanes are required with Phase 2 of the Project and are to be installed, the developer will be required to relocate all water and sanitary sewer lines impacted by the added turn lanes. All relocation costs and inspection fees will be the development's responsibility.

1.7 Guarantee that the labor, material, and equipment used to develop the Project meets the County requirements by providing either.

- a. A performance bond equal to the estimated construction cost of the public improvements; or
- b. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- c. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.

That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.

That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

1.8 Give the County at least three business days' notice prior to beginning any construction work and will keep the County advised of the work schedule throughout the development of the Project.

1.9 Prior to conditional acceptance of any section/phase of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least three (3) years, by providing either:

- a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements; or
- b. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- c. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.
- 1.10 Provide any maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s), as applicable. Depending on where the existing roads are located, the appropriate political subdivision shall determine the adequacy of this additional guarantee.
- 1.11 Provide a written request for the maintenance guarantee release upon completion of at three (3) years maintained in a satisfactory condition and all Owner and County agreed upon expenses incurred by the County pursuant to this Project have been paid in full.
- 1.12 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.13 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required.
- 1.14 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.

II GENERAL TERMS:

- 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
- 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.

2.3 The Owner shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at her own cost and expense, any suit or action brought against the County resulting from its sole negligence.

2.4 By signing this Agreement, the Owner acknowledges possession of copies of the:

- a. Fairfield County Water, Drainage and Sewage Regulations.
- b. Fairfield County Construction and Material Specifications.

and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner, the County may take any of the following actions:

- a. Stop all work on the Project forthwith;
- b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
 - 1. Holding the bonding company responsible,
 - 2. Using the certified check or proceeds thereof,
 - 3. Using the funds in the escrow account, or
 - 4. Draw on the letters of credit.
- c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.

2.6 This Agreement represents the entire and integrated agreement between the Owner and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both Owner and County.

2.7 The Owner and County each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to

the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the County.

2.8 Notices: Any notice required by the Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.

2.9 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Owner the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals and have executed this agreement on the day and year first above written.

OWNER:

Braun Holdings Pickerington, LLC,
An Ohio limited liability company

DocuSigned by:
By: Kevin A. Braun
Kevin A. Braun, Manager
Date: November 5, 2024

APPROVED: COUNTY:

FAIRFIELD COUNTY BOARD
OF COMMISSIONERS

Date: _____

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of an agreement between Braun Holdings Pickerington, LLC, and the Fairfield County Board of Commissioners.

(Fairfield County Utilities Department)

Approved as to form on 11/25/2024 2:47:41 PM by Steven Darnell,

Signature Page

Resolution No. 2024-12.03.ggg

A Resolution Authorizing the Approval of an Agreement between Braun Holdings Pickerington, LLC, and the Fairfield County Board of Commissioners

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5841, Construction In Progress; 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:

\$318,841.45; 12584123, Capital Outlay

Prepared by: Tony Vogel
cc: Utilities

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services.

For Auditor's Office Use Only:

\$318,841.45; 12584123, 573600 Construction In Progress

Prepared by: Tony Vogel
cc: Utilities

Signature Page

Resolution No. 2024-12.03.hhh

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Construction in Progress.

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the contract award for the 2025/2026 Lawn Mowing Contract with Envirosapes

WHEREAS, the Fairfield County Utilities Department received requests for proposals for Mowing Services on November 14, 2024; and

WHEREAS, the best and lowest proposal was Envirosapes, with a price of \$1,595.00 per week and staffing and equipment to complete the work; and

WHEREAS, the Director of Utilities has reviewed the proposals and recommends award of the Mowing Services to Envirosapes.

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

Section 1. That the Board of Fairfield County Commissioners concurs with the recommendations of the Director of Fairfield County Utilities and authorizes itself to execute and sign Contract Documents with Envirosapes to perform the work necessary to mow the county facilities listed.

Section 2. That the Director of Fairfield County Utilities is directed to manage and administer the Contract.

Prepared by: Tony Vogel
cc: Utilities Department

Fairfield County Utilities

2025/2026 LAWN MOWING CONTRACT

Todd's Envirosapes, LLC agrees to provide materials and labor for mowing services for Fairfield County Utilities. Services will be provided to the following locations for the 2025/2026 calendar year.

<u>Location</u>	<u>Amount per Mowing</u>
Greenfield WTP	\$105.00
Tussing WTP	\$110.00
Tussing Well 9	\$ 35.00
Little Walnut WTP	\$ 95.00
Tussing WRF	\$ 105.00
Lakeside WRF	\$ 35.00
Pleasant Lea WRF	\$ 35.00
Sycamore Creek WRF	\$ 80.00
Greenfield LS #8	\$ 20.00
Greenfield LS #4	\$ 20.00
Greenfield LS #5	\$ 20.00
Greenfield LS #7	\$ 20.00
Greenfield LS #3	\$ 20.00
Greenfield LS #6	\$ 20.00
Basil-Western LS	\$ 20.00
Mingo LS	\$ 50.00
Brookview LS	\$ 40.00
Valley LS	\$ 50.00
Cansada LS	\$ 15.00
Easton LS	\$110.00
Chevington Tower	\$ 50.00
Violet Meadows Tower	\$ 50.00
Pickerington Road Tower	\$ 40.00
Lockville Admin Building	\$120.00
Ault Road Storage Bld	\$100.00
Carroll WW Meter	\$ 40.00
Regional Lift Station Lot	\$ 70.00
Fairfield Center	\$120.00
Total per mowing (all sites) \$	<u>TOTAL</u> <u>\$1,595.00</u>

Fuel Surcharge: For every \$.50 above \$3.04 per gallon, 0.75% will be added to the weekly mowing total as a fuel surcharge. (U.S Energy and Information Administration Website - https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm)

MOWING SERVICES ARE TO INCLUDE THE FOLLOWING:

The Scope of Work for this Proposal includes all mowing, trimming, edging, and cleaning of sidewalks. The Contractor is responsible for the following items:

The utility is requiring that each location be mowed no more than once every 6 -7 days on average. Additional mowing may be requested by the Utility. We are aware that the mowing timeframe may need to be adjusted during the spring while the grass is growing faster and, in the summer, and fall during the slower growing season. **Check with the Deputy Director of Operations (740-652-7125) when in doubt.**

The Utility requires that trimming around all posts, trees, fence lines and sidewalks should be performed with each mowing. The trimming around trees needs to be done without damage to the base of the trees.

All grass clippings must be blown off all sidewalks and asphalt.

When mowing during the day the contractor must stay a safe distance away from any individuals that would be around the building or parking lots.

Trimming must be done around all air conditioning units inside and outside the fenced areas of those units. Weeds and grass that might be growing in the cracks in the asphalt or gravel parking lots as well as curb blocks and railroad ties should be trimmed. This includes all curb and sidewalk areas.

PERFORMANCE:

The utility will also do a performance review on at least a monthly basis. The performance review will look at the quality of the job as well as the items listed in the "Scope of Work" section of this document. If it is determined that the contractor is not in compliance with the performance review, this will result in a mandatory face-to-face meeting. If the utility decides that items are not resolved, it could result in cancellation of the contract.

SAFETY:

We will expect all vendors to adhere to common sense safety measures, for example, never leave a machine running when the worker is not with it. If individuals are in an area, mowing should be done in an area away from them. Scheduling will be worked out with the Deputy Director of Operations.

TERMINATION:

This is an agreement for services as needed and may be terminated by either party for any reason or no reason upon 14 days' notice by a representative of either party of this contract. Just cause is not required. Notice shall be adequate if given in writing, including through email or standard mail. If continued noncompliance with the performance review, (3) or more unsatisfactory reviews, may also lead to termination of the contract.

PROOF:

Proof of vendor's liability certificate shall be provided to Fairfield County Utilities along with certificates documenting workman's compensation. Copies of these certificates will be kept on file by Fairfield County Utilities.

PAYMENT:

The Fairfield County Utilities expects the contractor to submit monthly invoices for the services rendered during the previous month. Payment will be made in a timely manner, but the utility reserves net thirty (30) days for payment. This invoice needs to include itemized pricing by location and the date of mowing. Please submit your billing to the following address:

Fairfield County Utilities
6670 Lockville Road
Carroll, Ohio 43112

It is the obligation of the Contractor, not the Utility, to make all necessary credit or finance arrangements that the Contractor may require prior to billing.

COMPLETE CONTRACT:

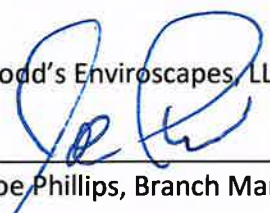
This Contract constitutes the entire contract between the parties. All terms and conditions of this contract are written herein and no other verbal understanding or promises whatsoever are part of this contract.

No mowing will take place until you receive a call from the Deputy Director of Operations to begin your services. Mowing will end when you receive a call from the Deputy Director of Operations.

IN WITNESS WHEREOF, the undersigned hereto execute this Contract as of the day and year first above written.

Todd's Enviroscapes, LLC

Fairfield County Commissioners



Joe Phillips, Branch Manager

David Levacy , Board President

Date

Date

11-25-2024

Prosecutor's Approval Page

Resolution No.

A resolution to approve the contract award for the 2025/2026 Lawn Mowing Contract with Enviroscapes

(Fairfield County Utilities Department)

Approved as to form on 11/26/2024 11:35:03 AM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-12.03.iii

A Resolution to Approve the Contract Award for the 2025/2026 Lawn Mowing Contract with Enviroscapes

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.jjj

A resolution authorizing the purchase of work truck – Utilities.

WHEREAS, Fairfield County Utilities needs to replace a truck in the fleet; and

WHEREAS, Fairfield County Utilities needs trucks to service Greenfield Water and Sewer District as well as Fairfield County Utilities District; and

WHEREAS, Fairfield County Utilities has received the state bid quote (DAS Contract Number CTR022356) from Valley Ford Truck Inc for a Ford Lighting; and

WHEREAS, Fairfield County Utilities will pilot the use of an electric truck for the department; and

WHEREAS, Fairfield County Utilities has received a state bid quote of \$59,469.00 for a Ford Lighting Truck with towing package; and

WHEREAS, Fairfield County Utilities has budgeted and has sufficient funds to purchase the Ford Lighting truck at \$59,469.00 each from Valley Ford Truck Inc.

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 purchase of the Ford Lighting truck for \$59,469.00 each.

Section 2. That the Director of Utilities proceed with the purchase of the Ford Lighting truck.

Prepared by: Tony Vogel
cc: Utilities

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 # **24007903 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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FAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 740-652-7120

Revisions: 000

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VALLEY FORD TRUCK INC
5715 CANAL RD
CLEVELAND, OH 44125

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OPERATIONS BUILDING-UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 614-322-5200

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
216-524-2400		8688		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/25/2024	3073	11/22/2024		UTILITIES-OPERATIONS
NOTES				

SEWER BLANKET

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

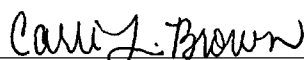
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	SEWER BLANKET	1.0	EACH	\$29,734.50	\$29,734.50
2	WATER BLANKET	1.0	EACH	\$29,734.50	\$29,734.50

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$59,469.00 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.

Total Ext. Price	\$59,469.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Date: 11/25/2024



Auditor Fairfield County, OH

Purchase Order Total \$59,469.00

Vendor Copy

Electric Standard Specifications		
Line No.	Standard Items	Specify
1	Vehicle Description	FORD LIGHTNING
2	Horsepower	426
3	Standard Charging Connection	240V
4	Battery Size (kWh)	98KWH
5	Voltage	400V
6	Electric Range (miles)	240
7	Charging Time (hours)	14
8	Drivetrain - 2WD/4WD	AWD
Exterior		
9	Body Side Moldings	Manufacturer Standard
10	Rear Door Type	Locking Tailgate
11	Bed Length (ft.)	5.5
12	Rear Step Bumper	Manufacturer Standard
13	Tires	All Season
14	Spare Tire	FULL SIZE
Safety		
15	Restraint System (Driver & Passenger)	Required
16	Supplemental Restraint System (Driver & Passenger)	Required
17	Power Antilock Brakes (Front and Rear)	Required
18	Rear Camera	Required
Seating		
19	Seating Capacity	5
20	Front Seat Type	BUCKET
21	Seat Covering	VINYL
22	Floor Covering	VINYL
Dimensions		
23	Wheelbase (in.)	145
24	Fuel Capacity (Gal.)	NA
25	Headroom (Front) (in.)	40.8
26	Leg Room (Front) (in.)	43.9
27	Hip Room (Front) (in.)	62.6
28	Shoulder Room (Front) (in.)	66.7
29	Payload (lbs.)	2,235
30	Gross Vehicle Weight Rating (GVWR) (lbs.)	8,250
Accessories		
31	Air Conditioning	Required
32	Tilt Wheel & Cruise Control	Required
33	Power Windows & Door Locks	Required
34	Keyed Door Locks	Required
35	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
36	Intermittent Windshield Wipers	Required
37	Radio	Standard Bluetooth Radio
38	Exterior Rear View Mirror	Dual
39	Cargo Dome Light	Automatic
Warranty		
40	Rust Proof	Min. Factory Warranty
41	Manufacturer Standard	Min. 3 yr/36,000 mile

Pricing					
Delivery Time (days)		City/State of Manufacturer		Contractor	
APPROX 265		STERLING HEIGHTS, MICHIGAN		VALLEY FORD TRUCK INC	
MFG		Model		Model No.	
FORD		LIGHTNING		W1B	
Group No.	Item No.	Options	Unit of Measure (UOM)	Manufacturer Option Code	Unit Price
Electric	1	Base Price	EA	W1E	\$ 58,962.00
Electric	2	Delivery Charge per Mile (per vehicle) (Roundtrip)	MI	PER MILE	\$ 2.00
Electric	3	Minimum Delivery Charge	EA	MIN DEL	\$ 575.00
Electric	4	Parts Manual(s)	EA	NA	\$ -
Electric	5	Service Manual(s)	EA	na	\$ -
Electric	6	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	SET	1KEY	\$ 995.00
Electric	7	Seat Belt Extender	EA	NA	\$ -
Electric	8	Vinyl Seat Covering	EA	INCL	\$ -
Electric	9	Tow Hitch / 7-Pin Receptacle / Brake Controller	EA	NA	\$ -
Electric	10	7-Pin Trailer Receptacle Wiring (See Attachment A)	EA	NA	\$ -
Electric	11	All Terrain Tires	SET	NA	\$ -
Electric	12	Trailer Tow Mirrors	PR	NA	\$ -
Electric	13	Backup Alarm	EA	BU ALARM	\$ 495.00
Electric	14	2-Yard Dump Body	EA	NA	\$ -
Electric	15	Up-Fitter Switches	EA	NA	\$ -
Electric	16	45-day tags	EA	INCLUDED	\$ -
Electric	17	Transmission Power Take-Off Provision	EA	NA	\$ -
Electric	18	Diesel Engine	EA	NA	\$ -
Electric	19	Dual Batteries (Specify Amp Hour Rating):	PR	NA	\$ -
Electric	20	Heavy Duty Alternator (220 Amp Minimum)	EA	NA	\$ -
Electric	21	6-Door Utility Body	EA	NA	\$ -
Electric	22	84" CA in lieu of 60" CA (N/A with 2 Yard Dump Body)	EA	NA	\$ -
Electric	23	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, etc.). Does not include Snow Plow.	EA	NA	\$ -
Electric	24	Snow Plow Prep Package (order w/ Snow Plow Prep Package)	EA	NA	\$ -
Electric	25	Single Rear Wheel (SRW)	EA	NA	\$ -
Electric	26	Flat Bed Body	EA	NA	\$ -
Electric	27	Stake Bed Body	EA	NA	\$ -
Electric	28	Running Boards	EA	CAB STEPS	\$ 1,395.00
Additional Options:					
Electric	29	EXTENDED BATTERY DUAL CHARGE			\$ 12,985.00
Electric	30	EXTENDED BATTERY SINGLE CHARGE			\$ 11,987.00
Electric	31				
Electric	32				
Electric	33				

If Build out date is known please enter it here: 2024 MODEL - WILL GO INTO PRODUCTION EARLY 2024

SPECIFICATIONS SUBJECT TO CHANGE PER MANUFACTURER



Date: Friday, November 22, 2024
Client: Fairfield County
Contact: Tony Vogel
Phone: (740)652-7121
Email: tony.vogel@fairfieldcountyohio.gov
Contract 098-25
Item Electric
Base \$58,962.00
Delivery \$507.00
Total \$59,469.00

Hi Tony,

Following is revised to add delivery to 6670 Lockville Rd, Carroll Ohio 43112.

I will call to follow up but please call with any questions, (216)524-2400.

*Regards,
Jenny Loveland
Government Sales Manager*

*FLEET MAINTENANCE COUNCEL OF NEO
NORTHEAST OHIO SERVICE DIRECTORS
OHIO TOWNSHIP ASSOCIATION
VENDOR STATE OF OHIO*

Due to worldwide commodity shortages and market instability, dealer is not responsible for any change in production or pricing from manufacturer or aftermarket equipment supplier.

Dealer reserves the right to amend any appraisals given that are 30 days or older.

Prepared for: **TONY VOGEL**

FAIRFIELD COUNTY

Prepared by: Jenny Loveland

11/21/2024



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

As Configured Vehicle Description

Base Vehicle Price (W1B)

Equipment Group 110A Standard

Includes:

- Engine: Dual eMotor - Standard Battery

Includes 98 kWh usable capacity standard range battery.

- Transmission: Single-Speed

- GVWR: 8,250 lbs

- Tires: 275/65R18 A/T

- Wheels: 18" Alloy Gloss Black

- Vinyl Bucket Heated Front Seats

Includes 2-way manual driver/passenger with flow-through console and floor shifter.

- Radio: SiriusXM w/360L

Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

Engine: Dual eMotor - Standard Battery

Includes 98 kWh usable capacity standard range battery.

Transmission: Single-Speed

GVWR: 8,250 lbs

Tires: 275/65R18 A/T

Wheels: 18" Alloy Gloss Black

Vinyl Bucket Heated Front Seats

Includes 2-way manual driver/passenger with flow-through console and floor shifter.

145" Wheelbase

Monotone Paint Application

Radio: SiriusXM w/360L

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **TONY VOGEL**

FAIRFIELD COUNTY

Prepared by: Jenny Loveland

11/21/2024

Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

As Configured Vehicle (cont'd)

Description

Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.

Includes:

- SYNC 4 w/Enhanced Voice Recognition

Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

Oxford White

Medium Dark Slate w/Vinyl Bucket Heated Front Seats

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: TONY VOGEL

FAIRFIELD COUNTY

Prepared by: Jenny Loveland

11/21/2024



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,000 lbs.
- Front brake diameter: 14.0"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.6 cu.in.
- Front bumper to front axle: 37.8"
- Max interior rear cargo volume: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"
- GCWR: 11,700 lbs.
- Rear brake diameter: 13.8"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Front cargo volume: 14.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- Horsepower: 462 HP
- Driver selectable drivetrain mode
- Full-time AWD
- Recommended fuel: electric
- Permanent locking hub control
- Plug and charge
- Traction battery charge time 50kW DC fast charge 1.5 hours
- Traction battery charge time @ 240VAC 11.9 hours
- Peak DC fast charge rate: 150 kW
- Radiator
- Automatic
- All-wheel drive
- All-speed ABS and driveline traction control
- Bidirectional charging capability
- 11.5 kWh onboard charger
- All electric range 240 miles
- SAE CCS DC fast charge connector
- DC fast charge (peak rate): 44 minutes

Fuel Economy and Emissions

- Fuel economy electric equivalent (city/highway/combined): 76 mpge/61 mpge/68 mpge
- Fuel economy combined equivalent: 68 mpge
- Fuel economy highway equivalent: 61 mpge
- ZEV emissions
- Fuel economy city equivalent: 76 mpge
- Electric fuel economy combined: 49 kWh per 100 miles
- Electric secondary fuel type

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Trailing arm rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- One-pedal regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- P275/65RS18 AT BSW front and rear tires
- Front left charge port door
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active aerodynamics
- 18 x 8.5-inch front and rear black aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Auto-dimming rear view mirror
- Power first-row windows
- Power front trunk
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Smart device vehicle start control
- Day/Night rearview mirror
- Full floor console
- Integrated pickup box storage



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

- Easy lift tailgate
- Manual charge port door activation
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP
- Driver foot rest
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Heat pump
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Dual-zone front climate control
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- FordPass Connect remote-activated interior climate preconditioning
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Heated driver and front passenger seats

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **FM/satellite**
- FM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Standard grade speakers
- 12 inch primary display
- SiriusXM with 360L FM/Satellite radio
- In-vehicle audio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Speakers number: 6



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital instrumentation display
- Full gauge cluster screen
- Compass
- ECO feedback display gauge
- Traction battery level gauge
- Traction battery temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Directionally adaptive headlights
- DRL preference setting
- Front reading lights
- LED daytime running lights
- LED brake lights
- Pickup box cargo light
- Trip odometer
- In-radio display clock
- Exterior temperature display
- Engine/electric motor temperature gauge
- Electric power/regeneration gauge
- Gauge cluster display size (inches): 12.00
- Projector beam headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 8 USB ports
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- Security system
- Ford Co-Pilot360 - Lane-Keeping Assist



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

- BLIS with Trailer Tow Coverage blind spot warning
- Cross-Traffic Alert collision mitigation
- Driver Alert
- Ford Co-Pilot360 - Evasive Steering Assist evasion assist system
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
- External acoustic pedestrian alert
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- Tire mobility kit

Dimensions

General Weights

Curb weight	6,015 lbs.	Rear curb weight	2,886 lbs.
GVWR	8,250 lbs.	Payload	2,235 lbs.

Trailer Weights

Conventional capacity	5,000 lbs.	GCWR	11,700 lbs.
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Front Weights

Front curb weight	3,129 lbs.	GAWR front	3,770 lbs.
Axle capacity front	3,900 lbs.	Spring rating front	3,770 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,900 lbs.	Axle capacity rear	4,150 lbs.
Spring rating rear	4,900 lbs.	Tire/wheel capacity rear	4,498 lbs.

Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	14.0"	Cargo box length	66.0"
Rear brake diameter	13.8"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.6 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.8"		

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
Front cargo volume	14.1 cu.ft.	Maximum combined cargo volume	65.000 cu.ft.

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Interior Volume

Total passenger volume 131.9 cu.ft.

Headroom

Headroom first-row 40.8" Headroom second-row 40.4"

Legroom

Leg room first-row 43.9" Leg room second-row 43.6"

Shoulder Room

Shoulder room first-row 66.7" Shoulder room second-row 66.0"

Hip Room

Hip room first-row 62.5" Hip room second-row 62.6"

Powertrain

Engine

Engine location Front and rear mounted engine Engine mounting direction Transverse mounted engine

Engine Power

Horsepower 462 HP

Battery

Battery type Lead acid battery Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission Automatic Selectable mode transmission Selectable mode transmission

Drive Type

4WD type Full-time AWD Drive type All-wheel drive

Drivetrain

Axle ratio 9.61

Fuel

Fuel type electric

Drive Feature

Traction control All-speed ABS and driveline traction control Locking hub control Permanent locking hub control

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Electric Powertrain

Number of electric motors 2
Electric motor 1 location Front electric motor location

Electric powertrain BEV (battery electric vehicle)
Electric motor 2 location Rear electric motor location

Electric Vehicle Battery Pack

All electric range All electric range 240 miles
Traction battery charge time @ 240VAC Traction battery charge time @ 240VAC 11.9 hours
AC charging connector type J1772 charging connector

Traction battery type lithium ion (Li-ion)
Traction battery usable/net (kWh) capacity 98kWh

Onboard charger 11.5 kWh onboard charger

Traction battery charge time 50kW DC fast charge
Traction battery charge time 50kW DC fast charge 1.5 hours

Peak DC fast charge rate (kW) 150 kW

DC fast charge connector SAE CCS DC fast charge connector

DC fast charge (peak rate) 44 minutes

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Electric secondary fuel type
Fuel economy city equivalent 76 mpge
Gasoline equivalent fuel economy measurement Gasoline equivalent fuel economy measurement
Fuel economy electric equivalent (city/highway/combined) 76 mpge/61 mpge/68 mpge

Fuel economy combined equivalent 68 mpge
Fuel economy highway equivalent 61 mpge
Electric fuel economy combined 49 kWh per 100 miles

Fuel economy status Previous year fuel economy status

Emissions

Emissions ZEV emissions

Emissions tiers Tier 3 Bin 0 emissions

Green Values

Greenhouse gas score 10.00 GG

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system
<i>Brake Assistance</i>			
Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
<i>Front Suspension</i>			
Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		
<i>Front Spring</i>			
Regular front springs	Regular front springs	Springs front	Front coil springs
<i>Rear Spring</i>			
Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
<i>Rear Suspension</i>			
Rear anti-roll	Rear anti-roll bar	Suspension type rear	Trailing arm rear suspension
Suspension ride type rear	Independent rear suspension		
<i>Steering</i>			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels	2-wheel steering system

Exterior

Front Wheels

Front wheels diameter	18"	Front wheels width	8.5"
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Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8.5"
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Front And Rear Wheels

Appearance	black	Material	aluminum
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Front Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	S

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Tread	AT	Type	P
Width	275mm		

Rear Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	275mm		

Body Exterior

Trailer

Towing capability	Trailer towing capability	Towing class	Class IV tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
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Body

Body panels Aluminum body panels with side impact beams

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Power tailgate/rear door lock		

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls Smart device vehicle start control

Rear View Mirror

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Rearview mirror Auto-dimming rear view mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Locking floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 3 12V power outlets

120V AC power outlets Pro Power Onboard 2.4 kW 8 120V AC power outlets

Pickup Box

Box storage Integrated pickup box storage

Easy lift tailgate Easy lift tailgate

Cargo Features

Cargo tie downs Cargo area tie downs

Concealed cargo storage Cargo area concealed storage

Cargo light Cargo area light

Cargo Trim

Cargo floor type Plastic cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins

Number of beverage holders 8 beverage holders

Beverage holders rear Rear beverage holders

Instrument panel storage Instrument panel bin

Door bins rear Rear door bins

Beverage holders Front beverage holders

Glove box Locking glove box

Dashboard storage Dashboard storage

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window Driver and passenger
one-touch up windows

One-touch down window Driver and passenger
one-touch down windows

Windows Rear Side

Second-row windows Power second-row
windows

Miscellaneous

Trip computer Trip computer
PRND in IP PRND in IP
Over the air updates Over the air updates

Cabback insulator Cabback insulator
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front
climate control

Voice activated climate control SYNC 4 with
Enhanced Voice Recognition (Alexa-Built-In)
voice-activated climate control

Rear under seat ducts Rear under seat climate
control ducts

Rear console climate control ducts Rear console
climate control ducts

Preconditioning FordPass Connect remote-
activated interior climate preconditioning

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic
steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Front Seats

Driver seat direction	Driver seat with 4-way directional controls	Driver seat fore/aft control	Manual driver seat fore/aft control
Passenger seat direction	Front passenger seat with 4-way directional controls	Split front seats	Bucket front seats
Reclining passenger seat	Manual reclining passenger seat	Passenger seat fore/aft control	Manual passenger seat fore/aft control
Front head restraints	Height adjustable front seat head restraints	Front head restraint control	Manual front seat head restraint control
Armrests front center	Front seat center armrest	Reclining driver seat	Manual reclining driver seat

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
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Heated Front Seats

Heated front seats	Heated driver and front passenger seats
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Interior Accents

Interior accents	Metal-look interior accents
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Gearshifter Material

Gearshifter material	Urethane gear shifter material
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Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	12 inch primary display		

Radio Features

Aux input jack	Auxiliary input jack	External memory control	SYNC 4 external memory control
Seek scan	Seek scan	RDS	Radio data system (RDS)

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display

Clock In-radio display clock

Compass Compass

Eco feedback ECO feedback display gauge

Instrumentation Gauges

Traction battery level gauge Traction battery level gauge

Electric power regeneration gauge Electric power/regeneration gauge

Traction battery temperature gauge Traction battery temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 12.00

Instrumentation Warnings

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Headlight type Projector beam headlights

Auto headlights Ford Co-Pilot360 - Autolamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

Adaptive headlights Directionally adaptive headlights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Auto high-beam headlights Auto High Beam auto high-beam headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

Interior courtesy lights Fade interior courtesy lights

LED brake lights LED brake lights

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Navigation

Integrated navigation Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 8 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 535

Selected Equip & Specs (cont'd)

Front side impact airbag passenger side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Occupancy sensor Airbag occupancy sensor

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt
Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts
Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Remote panic alarm Remote panic alarm

Security system Security system

Active Driving Assistance

Lane departure Ford Co-Pilot360 - Lane-Keeping Assist
Forward collision warning PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
Pedestrian detection Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
Driver attention monitor Driver Alert

Blind spot BLIS with Trailer Tow Coverage blind spot warning
Rear collision warning Cross-Traffic Alert collision mitigation
External acoustic pedestrian alert External acoustic pedestrian alert
Evasion assist system Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Parking Sensors

Parking sensors Rear parking sensors

Occupant Safety

Child door locks Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

SIGNATURE PAGE

Procurement # 098-25

Commodity/Service: New Pickup Truck Contract – awarded sections 29AT, 31AT, 32AT, 33AT, 35AT, 36AT, 37AT, 39AT, 40AT, 41AT, 42AT, 43AT, 44AT, 45AT & Electric.

This Signature Page, once fully executed, serves as acknowledgement to the Department that the Bidder understands and will comply with all terms, conditions, and requirements in submitting a response for the above-referenced procurement.

Furthermore, the execution of this Signature Page shall serve as acknowledgment that the Bidder is entering into a Contract with the State of Ohio, Department of Transportation and has been selected for award of the above-referenced procurement and understands it shall be bound by all terms and conditions included in this procurement.

The person signing and executing this Signature Page below acknowledges that he/she is signing on behalf of their Company in a representative capacity and hereby warrants that he/she has been duly authorized by his/her Company to submit this formal response and is authorized to execute Contracts on such Company's behalf.

(Please execute below)

Company (Bidder) Name: Valley Ford Truck, Inc.

E-SIGNED by Michele Stebner
Signature: on 2024-06-11 19:24:04 GMT

Print Name of Officer: Michele Stebner

Vice President

Title of Signing Officer: _____

Date: 2024-06-11 19:24:04 UTC

FOR USE BY THE OHIO DEPARTMENT OF TRANSPORTATION ONLY:

Pursuant to Section 33 of the Instructions, Terms and Conditions for Bidding, a signature below by the Director of ODOT shall serve as the Department's formal acceptance of the bidder's offer and will effectively form ODOT Contract between the State of Ohio, Department of Transportation and the above successful bidder (company):

Nathan Fling, Signing on behalf of Director of Transportation, Jack Marchbanks

E-SIGNED by Max Fling
on 2024-06-24 17:57:36 GMT

Jack Marchbanks, Ph. D.
Director
State of Ohio, Department of Transportation

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the purchase of work truck – Utilities

(Fairfield County Utilities Department)

Approved as to form on 11/26/2024 11:34:13 AM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-12.03.jjj

A Resolution Authorizing the Purchase of a Work Truck
(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the purchase of two work trucks – Utilities.

WHEREAS, Fairfield County Utilities needs to replace the trucks in the fleet; and

WHEREAS, Fairfield County Utilities needs two trucks to service Greenfield Water and Sewer District as well as Fairfield County Utilities District; and

WHEREAS, Fairfield County Utilities has received the state bid quote (DAS Contract Number CTR022349) from Bob Chapman Ford Inc for a Ford F-150 4X4 Super cab; and

WHEREAS, Fairfield County Utilities has received a state bid quote of \$44,017.00 for a Ford F-150 with towing package; and

WHEREAS, Fairfield County Utilities has budgeted and has sufficient funds to purchase two Ford F-150 trucks at \$44,017.00 each from Bob Chapman Ford.

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 purchase of two Ford F-150 trucks for \$44,017.00 each.

Section 2. That the Director of Utilities proceed with the purchase of two Ford F-150 trucks.

Prepared by: Tony Vogel
cc: Utilities

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 # **24007915 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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FAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 740-652-7120

Revisions: 000

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BOB CHAPMAN FORD INC
1255 COLUMBUS AVE
MARYSVILLE, OH 43040

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OPERATIONS BUILDING-UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 614-322-5200

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
937-642-0015		8689		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/25/2024	17334	11/22/2024		UTILITIES-OPERATIONS
NOTES				

SEWER BLANKET

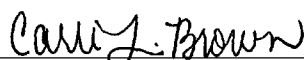
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	SEWER BLANKET	1.0	EACH	\$44,017.00	\$44,017.00
2	WATER BLANKET	1.0	EACH	\$44,017.00	\$44,017.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$88,034.00 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: 11/25/2024



Auditor Fairfield County, OH

Total Ext. Price	\$88,034.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$88,034.00

Vendor Copy

**State of Ohio, Department of Transportation (ODOT)
Office of Contract Sales, Purchasing Services**

SIGNATURE PAGE

Procurement # 098-25

**Commodity/Service: New Pickup Truck Contract - awarded sections 12AT, 13AT, 14AT, 15AT,
16AT, 17AT, 18AT, 19AT, 20AT, 22AT, 24AT & 25AT.**

This Signature Page, once fully executed, serves as acknowledgement to the Department that the Bidder understands and will comply with all terms, conditions, and requirements in submitting a response for the above-referenced procurement.

Furthermore, the execution of this Signature Page shall serve as acknowledgment that the Bidder is entering into a Contract with the State of Ohio, Department of Transportation and has been selected for award of the above-referenced procurement and understands it shall be bound by all terms and conditions included in this procurement.

The person signing and executing this Signature Page below acknowledges that he/she is signing on behalf of their Company in a representative capacity and hereby warrants that he/she has been duly authorized by his/her Company to submit this formal response and is authorized to execute Contracts on such Company's behalf.

(Please execute below)

Company (Bidder) Name: Bob Chapman Ford, Inc.

E-SIGNED by Joseph Chapman
Signature: on 2024-06-26 19:13:28 GMT

Print Name of Officer: Joseph Chapman

Dealer Principal

Title of Signing Officer: _____

Date: 2024-06-26 19:13:28 UTC

FOR USE BY THE OHIO DEPARTMENT OF TRANSPORTATION ONLY:

Pursuant to Section 33 of the Instructions, Terms and Conditions for Bidding, a signature below by the Director of ODOT shall serve as the Department's formal acceptance of the bidder's offer and will effectively form ODOT Contract between the State of Ohio, Department of Transportation and the above successful bidder (company):

Nathan Fling, Signing on behalf of Director of Transportation, Jack Marchbanks

E-SIGNED by Max Fling
on 2024-07-02 18:18:20 GMT

Jack Marchbanks, Ph. D.
Director
State of Ohio, Department of Transportation



1255 Industrial Parkway, Marysville Oh 43030
1.888.888.Ford 1.937-642-0015
Fax # 937-644-3653

PREPARED BY
JAY GAHM
11-15-24

DEALER QUOTE SHEET

Customer name FAIRFIELD COUNTY UTILITIES
Address _____
Phone number 740-652-7121
E-mail address TONY.VOGEL@FAIRFIELDCOUNTYOHIO.GOV

Product Requested: (1) 2024 F-150 4x4 SUPERCAB
APPLE PLAY TOW HITCH 7-PIN CONNECTION, BRAKE CONTROLLER

Exact Specifications to Vehicle Being Quoted: Year: 2024
Make FORD Model: F-150 Body Style: 4x4 SUPERCAB Color: WHITE

Additional Requirements or comments from Seller:

Approximate Delivery Date: 8-10 WEEKS
(Production level could vary based on ie..Holidays and commodities, natural occurrences)

Quoted Amount: \$44,017.⁰⁰

Dealer Disclaimer: Price excludes taxes, title, and license and dealer fees. All rebates to dealer.

WWW.CHAPMANFORD.COM

17AT Pickup - 6,400lb. - 4WD - Ext. Cab - Short Bed			
Standard Specifications			
Line No.	Standard Items	Minimum Requirements	Equivalent Offer
1	Engine Type (Liter/Cylinder)	3.7L, V6	
2	Horsepower	280	
3	Transmission	Automatic	
4	Locking Differential	Required	
5	Alternator (amps)	Manufacturer Standard	
6	Battery (CCA)	Manufacturer Standard	
7	Cooling System	Heaviest Duty Available	
8	Alternative Fuel (Type)	Specify	
9	Drivetrain	4WD	
Exterior			
10	Body Side Moldings	Manufacturer Standard	
11	Rear Door Type	Locking Tailgate	
12	Bed Length (ft.)	6.5	
13	Rear Step Bumper	Manufacturer Standard	
14	Tires	All Season	
15	Spare Tire	Bidder to Specify	Full Size Spare
Safety			
16	Restraint System (Driver & Passenger)	Required	
17	Supplemental Restraint System (Driver & Passenger)	Required	
18	Power Antilock Brakes (Front and Rear)	Required	
19	Rear Camera	Required	
Seating			
20	Seating Capacity	6	
21	Front Seat Type	Split Bench	
22	Seat Covering	Manufacturer Standard	Bidder to Specify
23	Floor Covering	Manufacturer Standard	Bidder to Specify
Dimensions			
24	Wheelbase (in.)	140	
25	Fuel Capacity (Gal.)	23	
26	Headroom (Front/Rear) (in.)	41/39	
27	Leg Room (Front/Rear) (in.)	41/33	
28	Hip Room (Front/Rear) (in.)	60/61	
29	Shoulder Room (Front/Rear) (in.)	65/65	
30	Payload (lbs.)	1,690	
31	Gross Vehicle Weight Rating (GVWR) (lbs.)	6,400	
Accessories			
32	Air Conditioning	Required	
33	Tilt Wheel & Cruise Control	Required	
34	Power Windows & Door Locks	Required	
35	Keyed Door Locks	Required	
36	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required	
37	Intermittent Windshield Wipers	Required	
38	Radio	Standard Bluetooth Radio	
39	Exterior Rear View Mirror	Dual	
40	Cargo Dome Light	Automatic	
Warranty			
41	Rust Proof	Min. Factory Warranty	
42	Manufacturer Standard	Min. 3 yr/36,000 mile	

17AT Pickup - 6,400lb. - 4WD - Ext. Cab - Short Bed					
Pricing					
Delivery Time (days)		City/State of Manufacturer		Contractor	
300		LOUISVILLE KY		BOB CHAPMAN FORD	
MFG		Model		Model No.	
FORD		F-150 SUPERCAB 4X4		X1L	
Group No.	Item No.	Options	Unit of Measure (UOM)	Manufacturer Option Code	Unit Price
17AT	1	Base Price	EA		40488
17AT	2	Delivery Charge per Mile (per vehicle) (Roundtrip)	MI		
17AT	3	Minimum Delivery Charge	EA		350
17AT	4	Parts Manual(s)	EA		495
17AT	5	Service Manual(s)	EA		495
17AT	6	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	SET		395
17AT	7	Seat Belt Extender	EA		0
17AT	8	Cloth Seat Covering	EA		0
17AT	9	Bed Liner (Specify Type: Spray/Drop In)	EA		655
17AT	10	Tow Hitch / 7-Pin Receptacle / Brake Controller	EA		965
17AT	11	7-Pin Trailer Receptacle Wiring (See Attachment A)	EA		495
17AT	12	All Terrain Tires	SET		295
17AT	13	Trailer Tow Mirrors	PR		899
17AT	14	Backup Alarm	EA		219
17AT	15	Up Fitter Switches	EA		
17AT	16	45-day tags	EA		15
17AT	17	Running Boards	EA		350
17AT	18	8 ft. Bed in Lieu of Short Bed	EA		
Additional Options:					
17AT	19	CO-PILOT ASSIST			877
17AT	20	TRAILER TOW PACKAGE			1398
17AT	21	LED WARNING STROBES AMBER/GREEN			1155
17AT	22	5.0 LITER MOTOR			1427
17AT	23	3.5 LITER MOTOR			1509

If Build out date is known
please enter it here:

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the purchase of two work trucks – Utilities.

(Fairfield County Utilities Department)

Approved as to form on 11/26/2024 11:32:54 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.03.kkk

A Resolution Authorizing the Purchase of Two Work Trucks

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.03.III

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 December 5, 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

12/05/2024 to 12/05/2024

Department	Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN									
	Fund: 1001 - GENERAL FUND									
	1587899	12/05/2024	80132	AUNDREA N CORDLE	11/2024	11/01/2024	24000058	C1203	CELL PHONE STIPEND 11/2024	60.00
	1587900	12/05/2024	82133	JEFF PORTER	11/2024	11/01/2024	24000065	C1203	MONHTLY CELL PHONE STIPEND 11/2024	60.00
	Fund: 2736 - FY09 CFLP GRANT FUND									
	1587898	12/05/2024	1802	COMMUNITY ACTION	10591	11/21/2024	24002176	C1203	2024 RECYCLING SERVICES & EDUCATION PROGRAM	104,613.45
	Fund: 2876 - FISCAL RECOVERY (ARP)									
	5415809	12/05/2024	11744	THE RIGHTER CO INC	4	10/31/2024	24004047	C1203	Junction Chamber 10/31/24	271,860.00
TOTAL: COMMISSIONERS ADMIN										376,593.45

INVOICES BY DEPARTMENT

12/05/2024 to 12/05/2024

Department	Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1222	UTILITIES-DEBT SERVICE									
	Fund: 5846 - GRNFLD TWP WTR IMPRV&CNSTR									
	5415811	12/05/2024	53320	OWDA	OWDA LOAN PAYMENT	11/15/2024	24004274	C1203	LOAN PAYMENT	14,193.20
	5415811	12/05/2024	53320	OWDA	OWDA LOAN PAYMENT	11/15/2024	24004274	C1203	LOAN PAYMENT	7,849.06
	Fund: 5847 - GRNFLD TWP SWR IMPRV&CNSTR									
	5415811	12/05/2024	53320	OWDA	OWDA LOAN PAYMENT	11/15/2024	24004274	C1203	LOAN PAYMENT	52,329.73
	5415811	12/05/2024	53320	OWDA	OWDA LOAN PAYMENT	11/15/2024	24004274	C1203	LOAN PAYMENT	6,782.46
	Fund: 5849 - ALLEN RD WTRLN DEBT SERV									
	5415811	12/05/2024	53320	OWDA	OWDA LOAN PAYMENT	11/15/2024	24004274	C1203	LOAN PAYMENT	5,793.65
	TOTAL: UTILITIES-DEBT SERVICE									86,948.10

INVOICES BY DEPARTMENT

12/05/2024 to 12/05/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1246			PUBLIC TRANSIT						
			Fund: 2908 - PUBLIC TRANSIT						
5415807	12/05/2024	1233	AMERICAN BUS & ACCESSORIES, INC	151500-Fairfield Tra	10/30/2024	24007358	C1203	PURCHASE NEW TRANSIT VAN (DD)	94,947.00
5415808	12/05/2024	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	CFI1024	10/01/2024	24006268	C1203	Purchased Transportation-OCT 2024	96,395.50
								TOTAL: PUBLIC TRANSIT	191,342.50

INVOICES BY DEPARTMENT

12/05/2024 to 12/05/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270			COMM-MAINTENANCE						
			Fund: 3435 - PERMANENT IMPROVEMENT FUND						
5415810	12/05/2024	18498	GREYSTONE CONSTRUCTION COMPANY	32564	11/11/2024	24006135	C1203	Engineer's salt barn 11/11/24	261,418.50
								TOTAL: COMM-MAINTENANCE	261,418.50

INVOICES BY DEPARTMENT

12/05/2024 to 12/05/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1700	JUVENILE COURT ADMIN								
	Fund: 2036 - YOUTH SERV/FELONY DELQ CARE								
5415812	12/05/2024	59920	FAIRFIELD CO EDUCATION SERV	ESC - MOU	11/08/2024	24007820	C1203	JUV CT TRUANCY INTERVENTION PROGRAM	54,409.19
5415813	12/05/2024	59920	FAIRFIELD CO EDUCATION SERV	ESC - MOU.	11/08/2024	24007819	C1203	JUV CT TRUANCY INTERVENTION PROGRAM	50,000.00
TOTAL: JUVENILE COURT ADMIN								104,409.19	

INVOICES BY DEPARTMENT

12/05/2024 to 12/05/2024

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: **\$1,020,711.74**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-12.03.III

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.